



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
April 7, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

1. Tuesday, April 21, 2026, 6:00 p.m., Regular Session
2. Tuesday, May 5, 2026, 6:00 p.m., Regular Session
3. Tuesday, May 19, 2026, 6:00 p.m., Regular Session
4. Tuesday, June 2, 2026, 6:00 p.m., Regular Session
5. Monday, June 8, 2026, 6:00 p.m., Budget Workshop: Set Budget Parameters; Fire Assessment
6. Tuesday, June 16, 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: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing National Arbor Day 2026

Introduction:

This item provides an opportunity for the Mayor to read a proclamation recognizing National Arbor Day 2026.

Discussion:

National Arbor Day is an annual observance that celebrates the importance of trees and encourages communities to plant, care for, and preserve trees for future generations. Trees play a vital role in improving air quality, conserving energy, supporting wildlife habitat, and enhancing the beauty and resilience of communities.

The attached proclamation recognizes April 25, 2026, as National Arbor Day in the City of Mount Dora and encourages residents to celebrate by planting trees and supporting local conservation efforts.

In conjunction with Arbor Day, the City will host a community celebration on **Saturday, April 25, 2026, from 10:00 a.m. to 3:00 p.m. at Sunset Park**. The event will include environmental education, community engagement activities, and tree stewardship initiatives.

The City's Urban Forestry Program, led by City Urban Forester/Arborist Mark Miller, is coordinating the event in partnership with the Mount Dora Friends of the Environment.

Budget Impact:

There is no direct fiscal impact associated with reading this proclamation.

Strategic Impact:

Supports City priorities related to sustainability, environmental stewardship, and community engagement.

Strategic Initiative 2: Beautify Mount Dora, which promotes urban greening, environmental stewardship, and enhancement of parks and open spaces.

Goal 4: Promote urban greening throughout the City, including initiatives such as expanding the urban tree canopy and engaging volunteers in caring for newly planted trees and landscape areas.

Strategic Initiative 4: Provide High-Quality Services

Environmental protection and community programs that support a healthy community.

Recommendation:

Mayor to read Proclamation into the record.

Attachment(s):

1. National Arbor Day Proclamation

Prepared by: Kimberly LaFlamme, Deputy City Clerk

Reviewed by:

Mark Miller, City Urban Forester/Arborist

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/16/2026

Approved - 3/16/2026

Final Approval - 3/16/2026



PROCLAMATION

WHEREAS, trees play a vital role in improving air quality, conserving energy, protecting natural resources, and enhancing the beauty and resilience of our community; and

WHEREAS, urban forests provide environmental, economic, and social benefits by reducing stormwater runoff, providing shade, supporting wildlife habitat, and improving the quality of life for residents and visitors; and

WHEREAS, the City of Mount Dora recognizes the importance of planting and maintaining trees to sustain a healthy environment for present and future generations; and

WHEREAS, National Arbor Day serves as a reminder of the value of trees and encourages communities to plant, care for, and celebrate trees that enrich our neighborhoods and public spaces; and

WHEREAS, the City of Mount Dora, through its Urban Forestry program and community partners, continues to promote environmental stewardship and tree planting initiatives that strengthen the City's natural resources and community character.

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, Florida, do hereby proclaim **April 25, 2026, as NATIONAL ARBOR DAY in the City of Mount Dora**, and encourage residents to celebrate by planting trees, supporting local conservation efforts, and participating in Arbor Day activities at Sunset Park.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 7th day of April, 2026.

James L. Homich, Mayor



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with The Davey Tree Expert Company for Tree Pruning and Maintenance in the City's Specified Right-of Ways

Introduction:

This is a request for City Council to approve the piggyback agreement for tree pruning and maintenance services with The Davey Tree Expert Company (Davey). This agreement utilizes a competitively procured contract from the City of Apopka.

Discussion:

The City maintains a significant inventory of street trees within public rights-of-way that require routine pruning to ensure public safety, maintain clearance, and promote long-term tree health. In recent years, increased storm activity and growth cycles have highlighted the need for a more proactive and systematic pruning program. Historically, tree maintenance has been performed on a reactive or limited basis due to available resources. However, best practices in urban forestry recommend cyclical pruning to improve tree structure, reduce storm-related damage, and extend the lifespan of the urban canopy. Proactive maintenance can also reduce emergency response costs following storm events. Additionally, the City has pursued external funding opportunities, including the FY2025 Urban & Community Forestry Natural Disaster and Recovery Supplement Grant, to support a more comprehensive approach to tree maintenance and resilience.

Approval of this piggyback agreement will provide the City with access to professional tree pruning and maintenance services over a three-year term. Services will focus on designated street trees within the right-of-way, improving safety, enhancing wind resistance, and promoting overall tree health. Utilizing a piggyback contract allows the City to leverage the City of Apopka's competitively bid contract (ITB 2025-A-225), avoiding the time and cost associated with conducting a separate procurement process while still ensuring compliance with purchasing requirements.

The Davey Tree Expert Company is a nationally recognized provider of arboricultural services with extensive experience in municipal tree care. Their qualifications and demonstrated

performance under the Apopka contract provide confidence in their ability to deliver high-quality services to Mount Dora.

This agreement also positions the City to act quickly if grant funding is awarded and to address priority areas identified by staff for tree maintenance.

Budget Impact:

Funding for services will be provided through the FY2025 Urban & Community Forestry Natural Disaster and Recovery Supplement Grant (if awarded) and the Tree Bank General Ledger account. City matching of \$12,500, which can be funded via Tree Bank dollars.

Strategic Impact:

This item supports multiple goals within the Mount Dora Strategic Plan FY2025–2030, including:

Strategic Initiative 2: Quality of Life & Public Spaces

Goal 4: Promote urban greening throughout the City with a focus on corridors, parks, open spaces, and gateways

Supports maintaining a healthy and resilient urban tree canopy that enhances community aesthetics and environmental benefits

Strategic Initiative 1: Infrastructure & Public Safety

Supports proactive maintenance of public assets to improve safety within rights-of-way
Reduces hazards associated with falling limbs, obstructed sightlines, and storm-related tree failures

Strategic Initiative 3: Environmental Stewardship & Resilience

Advances sustainability by improving tree health, longevity, and storm resilience
Supports climate adaptation efforts through improved canopy management and reduced storm impacts

Strategic Initiative 5: Organizational Excellence & Fiscal Responsibility

Utilizes a cooperative purchasing (piggyback) approach to maximize efficiency and reduce procurement time and costs

Recommendation:

City Council approval of the piggyback agreement with The Davey Tree Expert Company.

Attachment(s):

1. Attachment #1 City of Apopka - Final Contract signed and notarized by Davey 10-10-25
2. Agreement- Piggyback with The Davey Tree Expert Company

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller, City Urban Forester/Arborist

Approved - 3/17/2026

Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
Jennifer Gates, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 3/19/2026
Approved - 3/19/2026
Approved - 3/19/2026
Approved - 4/1/2026
Approved - 4/1/2026
Final Approval - 4/1/2026

ATTACHMENT #1



AGREEMENT

By and Between

The City of Apopka

and

Davey Tree Expert Company

for

ITB 2025-A-225

Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU)

This Agreement ("Agreement") is made by and between The City of Apopka, a Florida municipal corporation, located at 120 E. Main Street, Apopka, FL 32703, (hereinafter referred to interchangeably as "the City", and The Davey Tree Expert Company, whose Corporate Office address is 1500 N. Mantua Street, Kent OH, 44240, and a local office at 123 Atlantic Drive #111, Maitland, FL 32751, (hereinafter referred to as "Contractor"). Each entity shall be referred to individually as a "Party" and collectively as, the "Parties."

WITNESSETH:

WHEREAS the City desires to secure a contractual relationship for Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU), as outlined in **Exhibit A Scope of Services** ("Services"), and

WHEREAS, these Services have been competitively solicited under an Invitation to Bid, which has been assigned number ITB 2025-A-225 by the City, for tracking purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. Definitions.

- 1.1. **"Confidential Information"**: For purposes hereof, "Confidential Information" shall mean any non-public information of the other Party that is designated as confidential, or that the receiving Party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (i) a Party can demonstrate was rightfully in its possession before the date of disclosure to it by the other Party; (ii) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a Party; (iii) a Party has developed independently without reference to any Confidential Information of the other Party; (iv) a Party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (v) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

APOPKA, FLORIDA 32703
T: 407.703.1704
E: sbone@apopka.net

- vii. THE VENDOR ACKNOWLEDGES THAT THE CITY OF APOPKA CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF APOPKA OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THE AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT AND GROUNDS FOR TERMINATION AND PURSUANT TO THE TERMINATION SECTION OF THE MASTER AGREEMENT BETWEEN THE CITY OF APOPKA AND VENDOR.
5. **Conflict of Interest:** In addition to complete adherence to the requirements provided in Section 112.313, F.S., the Contractor must disclose the name of any officer, director, agent, or representative who is also an employee of the City, who knowingly owns, directly or indirectly, any interest of any amount in the Contractor's company, firm, or business, or who derives income of any kind from the Contractor's company, firm, or business.
6. **Independent Contractor Relationship:** The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or Services performed under this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation.
- Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.
- The City, in its absolute discretion, retains the right to reject, bar, or require the replacement of any employee, subcontractor, or agent of the Contractor. Such rejection shall not relieve the Contractor of the obligation to perform all work in compliance with the Agreement.
7. **Patents, Copyrights, and Royalties:** In accordance and consistent with Section 17, the Contractor, without exception, shall indemnify, defend, and hold harmless the City and its employees from liability of any nature or kind to the extent caused by Contractor, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Agreement prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
8. **Marketing/Advertising/Names/Trademarks:** The Contractor shall acquire no rights under the Agreement to, and shall not use, the name "the City", or the name "City of Apopka" or any variation thereof, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "the City Marks") in any of the Contractor's advertising, publicity, or promotion: to express or imply any endorsement by the City of the Contractor's Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the City, except as expressly permitted herein. No advertisement, publication, or other use of the City Marks shall be published or otherwise promulgated by the Contractor without the City's prior

inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

9. **Right to Use Existing Contracts/Non-Exclusivity:** The City reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida contract, any contract awarded by any other city or county governmental agency, school boards, other community colleges/state university systems, cooperative agreements. The City also reserves the right to contract separately any item(s) and/or service(s) covered under this Agreement, if deemed to be in the best interest of the City, at any time during this Agreement term.
10. **Payment:** the City will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, to be free of damage or defect, and to be properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delays in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence. Pricing is established in **Exhibit B Fees for Services**.
11. **Availability of Funds:** The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City.
12. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by the City.
13. **Anti-Discrimination:** The City of Apopka, does not discriminate in admission or access to, or treatment or employment in its programs and activities, based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
14. **Equal Employment Opportunity:** The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
15. **E-Verify:** By entering into this Agreement with the City, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by execution of this Agreement, the Contractor affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, 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.
16. **Audit and Inspection:** The City or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this Agreement. Documents or records in any form shall be open to the City representatives and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the City and the Contractor.
17. **Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, its board members, employees, and representatives from and against any claims, suits, judgments, demands, liabilities, damages, costs, and expenses, including reasonable attorney's fees, of any kind or nature whatsoever to the extent caused in whole or in part by any negligent or willful act or omission of the Contractor or its

subcontractors, 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 gross negligence or intentional misconduct of the City. Contractor's indemnity, defense and hold harmless obligations shall not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of an indemnified party or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation, and the indemnified party will not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. This Section 17 shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. Notwithstanding anything to the contrary in this Contract or elsewhere, in no event shall Contractor's total liability exceed the applicable insurance limits set forth in Section 29 below.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the City's sovereign immunity protection and limitations of liability under Section 768.28, F.S. Any indemnity or assumption of liability by the City hereunder shall be subject to City's rights to sovereign immunity and any other limitations of liability provided the City under Florida law.

18. **Governing Law and Venue:** Any legal actions associated with this agreement will be governed by the laws of the State of Florida. The venue for any litigation involving this Agreement shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the venue for those actions will be in the Orlando Division of the U.S. District Court for the Middle District of Florida. Each Party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed against such Party arising under or in connection with this Agreement. If a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the Parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants, or conditions of this Agreement shall in all respects be governed by and determined by the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

19. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City or an individual identified with the data or information in Contractor's custody.
20. **Compliance with Laws and the City's Policies and Procedures:** Contractors are required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect their work in any manner to include the City's Policies which are available for review at City Procurement Policies and Procedures. Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the Agreement award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements. The Contractor shall abide by all OSHA, NFPA, and ADA regulations about the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression/extinguishers, job site first aid kits, and emergency communication, where applicable. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.
21. **Taxes:** The City is exempt from and does not pay federal excise or State of Florida sales taxes.
22. The City may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Agreement price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.

23. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or because of any other matter or condition beyond the control of either Party and which cannot be overcome by reasonable diligence and without unusual expense.
24. **Rights in Data:** The City is and will remain the owner of all data provided to the Contractor by the City under this Agreement. The Contractor will not use such data for any purpose other than as required to perform under the terms and conditions of this Agreement. At no time shall any part of such data be sold, assigned, leased, or otherwise disclosed to third-parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of the Contractor. The Contractor will not possess or assert any lien or other right against such data.
25. **Non-Disclosure:** Each Party is permitted to disclose the other Party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
26. **Mandatory Disclosure of Confidential Information:** If either Party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires to be held confidential, then such Party will provide the other Party with prompt written notice so that such other Party may seek an appropriate protective order or other remedies. If a remedy acceptable to the Party whose Confidential Information is at issue is not obtained by the date that the Party subject to the disclosure requirement must comply with such requirement, then such Party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing Party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
27. **Remedies for Disclosure of Confidential Information:** Both Parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the Party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected Party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each Party hereby waives the posting of a bond concerning any action for injunctive relief. Each Party further grants the other Party the right, but not the obligation, to enforce these provisions in its name against any of such Party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
28. **Quantities:** Any quantities identified in this Agreement are estimates only and in no way obligate the City to purchase these amounts. The City reserves the right to re-negotiate prices if, at any time during the term of the agreement, the City purchases more than the estimated quantities in this Agreement.
29. **Insurance:** At its sole expense, The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies which contain the following information and provisions:

- i. Insurers must have an AM Rating or A or better;
- ii. The name and type of policy and coverages provided;
- iii. The amount or limit applicable to each coverage provided;
- iv. The date of expiration of coverage;
- v. The designation of the City of Apopka, Florida and Engineer as additional insureds and certificate holders. (This requirement shall not apply to the Worker's Compensation Insurance.); Certificate Holder: City of Apopka, 120 E. Main Street, Apopka, FL 32703
- vi. The following clause must appear on the Certificate of Insurance:
"Cancellation - should any of the policies described above be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the described policies."
- vii. Primary and Non-contributory language required: Insurance coverages procured by the Contractor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the Owner, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

If the City has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing. Contractor shall provide to the Owner such additional information with respect to its insurance as may be requested.

A. Commercial General Liability Insurance: including products and completed operations and contractual liability, arising from any claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This policy must be endorsed or include The City of Apopka, its board members, employees, and representatives as additional insureds using language equivalent to ISO CG2026.

B. Automobile Liability Insurance: including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) for each accident. This policy must include The City of Apopka, its board members, employees, and representatives as additional insureds.

C. Workers' Compensation Insurance: in statutory amounts and Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) for each accident/disease. This insurance shall apply to all of the Contractor's employees who will be engaged in the performance of the Services under this Agreement.

D. Pollution Liability Insurance: Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or "tail" coverage must be purchased. Coverage should include and be for the least minimum limits listed below:

- i. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - ii. Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
 - iii. Cost of Cleanup/Remediation.
- Limits**
 Per Claim or Occurrence: \$2,000,000
 General Aggregate: \$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

The Contractor agrees to the following as it relates to its obligations and the insurance requirements of this Agreement:

- i. Insurance Verification: All Contractors must demonstrate their capacity to provide the required insurance as outlined in this Agreement. Each Contractor is required to provide in its response to this Agreement a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above-required insurance. If awarded, the Contractor will then be required to name The City of Apopka as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.
- ii. No work shall begin until proof of insurance is received by the City. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the insurance required by this Agreement. Upon a reasonable request, the Contractor agrees to provide the City with a copy of its insurance policies, forms, and endorsements in their entirety.

All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.

- iii. All insurance shall be primary and not contributory to any other insurance carried by The City of Apopka. This requirement shall also apply to any self-insurance maintained by the City of Apopka.
 - iv. The Contractor shall notify the City within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer about any required insurance.
 - v. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from the City or its insurance. To the extent that the waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by the City had such waiver applied.
30. **Notice:** All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

The City of Apopka

Attention: Procurement Division
150 E. 5th Street
Apopka, FL 32703
Telephone: 407-703-1607
Email: purchase@apopka.net

The Davey Tree Expert Company

Attention: Richard Close
123 Atlantic Drive, #111
Maitland, FL 32751
Telephone: 267-235-2510
Email: richard.close@davey.com

in all cases, with a copy to:
The Davey Tree Expert Company
Attn: Legal Department
1500 N. Mantua Street
Kent, OH 44240

IN WITNESS WHEREOF, The City has made and executed this Agreement, and the Contractor has made and executed this Agreement on the day and year written below.

CITY OF APOPKA, FLORIDA, a municipal corporation,

Radley Williams
Interim City Administrator

Approved as to form and legal sufficiency:

CLIFFORD B.B. SHEPARD
City Attorney

ATTEST:

SUSAN M. BONE
City Clerk

SIGNATURE SECTION FOR:

THE DAVEY TREE EXPERT COMPANY

BjWd.
Signature

10-10-25
Date

Ben Wasielewski - District Manager
Print Name and Title

NOTARY SECTION FOR The Davey Tree Expert Company

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization, this 10th day of October 2025, by Ben Wasielewski as District Manager of The Davey Tree Experts Co. who is ☒ personally known to me OR ☐ who has produced _____ as identification.

Betsabe Santana
Notary Public

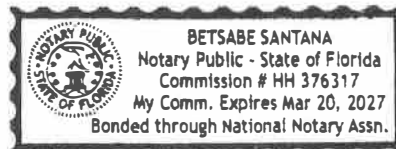


Exhibit A SCOPE OF SERVICES

Services:

1. All work under this contract shall be performed under the supervision of a City Representative (CR) depending upon the service area.
2. The Contractor shall coordinate operations with the designated (CR). The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
3. The Contractor shall institute a QUALITY CONTROL PLAN for this contract, which shall be submitted with this Bid for approval. The Contractor shall be responsible for and shall verify all quality control actions to the (CR) as directed.
4. Maintenance of Traffic (M.O.T.) shall conform to Florida Department of Transportation's (F.D.O.T.) most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan will be submitted to the CR for approval, at least two (2) working days prior to start of work. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D), I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE CITY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES AND WILL REQUIRE PRIOR AUTHORIZATION BY CR. The cost for maintenance of traffic shall be included in the unit price for the services requested.
5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and City Standards. The Contractor shall be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA.
7. A mandatory Pre-work Conference will be conducted by the (CR) to ensure understanding and cooperation of all parties.
8. The (CR) shall be entitled, at all times to be advised, upon request, of the status and details of work being completed by the Contractor in the format required by the City. The Contractor shall maintain coordination with the (CR) at all times in the course of performing this contract. To effectively communicate with City staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.
9. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the (CR).

- A. The use of sub-Contractors is acceptable and may be necessary to ensure the Awarded Contractors can perform all services required under this contract but does not relieve the Contractor from any other contract requirements. Any non-compliance to contract requirements by sub-contractors will be considered non-compliance by the Awarded Contractor.
 - B. Both the City and the Contractor may request and be granted a meeting upon request in a timely manner. The Contractor shall inform the (CR) daily as to the locations to be worked and the areas completed the previous day.
10. The Contractor must provide everything necessary at the Contractor's expense, including, but not limited to all labor, training, materials, tools, equipment, transportation, hauling, dumping, fertilizers, pesticides, chemicals, supplies, mulch, and other items needed to perform high-quality grounds/landscape maintenance pursuant to the terms defined herein.
11. The Contractor must provide and perform all of the service requirements listed hereunder by the times required at the Contractor's expense unless explicitly stated that the work is optional or extra.
12. The Contractor must provide all grounds/landscape maintenance at the listed work sites, including but not limited to pruning, trimming, shaping and training of shrubs, and ground cover plants; removing and controlling weeds; controlling plant diseases and pests; mowing turf, edging turf and ground cover; irrigating plant material; maintaining and repairing irrigation systems; removing trash and debris; and other services required to maintain the work sites in a safe, attractive and useable condition.
13. The Contractor must maintain all plant material in a healthy condition & appearance using the best industry and horticultural accepted standards for growth, color, and appearance as determined by CR.
14. For routine work, the Contractor shall notify all residents within the work area of when the work will take place and explain the level of inconvenience involved. This notification shall be by message boards on all subdivision entrances and roadways and approved door hangers to be placed on each house and any vehicles parked on the roadways. The installation of message boards (and associated labor, maintenance, etc.) shall be the responsibility of the Contractor and shall be utilized on all subdivision entrances and roadways as determined by the CR.
15. Doorhangers shall be in place five (5) days prior to commencement of any work in any assigned areas. Message boards shall be in place five (5) days prior to commencement of work in any of the assigned areas. Notification to residents shall include City of Apopka Government Information Number. Copy of door hanger notification per project shall be faxed to the CR. The cost of message boards, door hangers, labor, materials, and associated incidentals shall be included in the unit prices for services provided under this contract. Failure to provide adequate notification may result in termination of this contract.
 1. The contractor will be required to notify CR in writing of placement of Message Boards (Specified Locations) and door hanger notifications.
16. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and City property at the discretion of the CR. If the Contractor is required to cease operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 PM (noon), the City will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the CR will determine and authorize the extension. The City will verify alleged conditions in the area prior to authorization. Once approved, the City will modify the completion date, accordingly, for the project and will notify the Contractor.
17. The City will not provide staging or storage areas for the Contractor. On a case-by-case basis, in an area where City surplus property is available, the Contractor may, after obtaining written permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better than condition within the time period specified on the delivery order. Agreements for utilizing areas for staging shall be in writing and submitted to the City prior to starting operations.

- A. Should the right-of-way be requested for use as staging or storage area, an agreement shall be submitted in writing to the City for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions. No stockpiling of material near roadway curbs, intersections or over sidewalks shall be allowed.
 - B. Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the City.
- 18. The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on City property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment onsite (including pick-up trucks) shall be identified with the company logo.
 - A. All equipment used by the Contractor is subject to inspection by the CR. Any equipment on site, which is deemed by the CR to be inoperable, unsafe, or improper for desired use, must be removed from the premises by the Contractor at the Contractor's expense the same day of the City's determination.
 - B. The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and Contractor employees must be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the City.
 - C. Equipment authorized by the City to be left on the right-of-way or City property after designated work hours shall be placed outside the clear and recovery area and will be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.
- 19. The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
- 20. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.
- 21. The Contractor shall be responsible for and make good of all damage resulting from their activities, both within and beyond the limits of this contract, including, but not limited to, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of damage to utilities resulting from Contractor's activities.
 - A. When tree services require working within 10' of an energized power line, the Contractor must coordinate activities with the local utility company providing the electric service.
- 22. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

23. Emergency Work:

- A. Emergency work, as determined by the (CR) and shall take place at any time Sunday through Saturday, seven (7) days a week), twenty-four (24) hours a day to include City holidays. The (CR) shall identify and authorize an emergency. In the event of an emergency, as declared by the (CR), the Contractor representative when requested shall be working on site within one (1) hour of notification, prepared upon arrival to perform work (such as removal of tree from an active roadway among others) and have all required equipment and personnel on site within two (2) hours after receiving the initial notification from the City for an emergency call out. The Contractor shall coordinate and work closely with the (CR), maintaining open communication until the project is complete. Upon agreement of the scope of services, a written estimate shall be signed and dated by both parties on site. The Contractor's Representative or (CR) shall immediately forward the signed document to the appropriate Contract Administrator for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project.
- B. Emergency services will be charged the rates indicated on the price proposal in Section 7, in addition to the Emergency Mobilization Response Fee.
- C. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the emergency. The required equipment and personnel shall be on site within one (1) hour after the Contractor's Representative has evaluated the emergency and determined what is required. All staging and storage areas shall be agreed to and shall be acceptable to the (CR) prior to utilization.
- D. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
- E. There will be no stumps remaining and the stump grinding scope of services will be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a twelve (12) inch depth the Contractor will cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the (CR) before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed; the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area will be cleaned to original or better condition before leaving site. All work associated with an emergency request (including stump grinding, clean up, etc.) shall be completed no later than two (2) business days after authorization from the (CR) to start emergency operations, unless otherwise authorized in writing by the CR. The Contractor shall not leave the area of an emergency project until the threat to the public and/or private property has been eliminated, and the area secured.
- F. A line item is included in the bid item schedule for an Emergency Mobilization Response Fee. This fee shall be applied one time to each emergency response as identified by the (CR) and shall include labor, equipment, materials, manpower, mobilization, demobilization and all incidentals required to perform the emergency work. The Emergency Mobilization Response fee shall not be applied to any response for the purpose of an Arborist report.
- G. The Contractor shall consult with the (CR) prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur one (1) day prior to the day of the scheduled variance and must be agreed to by the (CR). Notification of estimated cost variance shall be immediately discussed with the (CR) for resolution.
- H. All verbal orders issued by the (CR) shall be followed by a written delivery order within seven (7) days after notification. Change orders shall be processed accordingly if warranted.
- I. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the scope of services.

- J. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on City property in a professional and business-like manner and must wear uniforms identifying the company name.
- K. The Contractor shall designate a competent representative who shall not be replaced without written notice to the (CR) at least twenty- four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will be followed up in writing no later than the next business day.

24. Contractor Responsibility for All Areas: The Contractor shall provide the following:

- A. Weekly reports required that contain the following: areas maintained that week (three pictures required for each area mowed to be submitted to the city), any issues or areas of concern and areas to be maintained the following week.
- B. Monthly reports that include the following: Invoices, amount of litter/trash picked up by area and dates of areas maintained for the month.
- C. Work order reports with photo evidence.
- D. Monthly irrigation inspection reports (with photos) highlighting accomplishments and deficiencies.
- E. Landscaping and tree installations.
- F. Provide for business locations within the City of Apopka for sod and material pick up.
- G. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- H. Provide a project manager that has available communication devices with internet access to ensure proper communication and documentation during operations.
- I. Provide staff with experience and the ability to complete project tasks as specified herein or as directed.
- J. Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- K. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

- L. Perform a site visit to ascertain site conditions, verify and confirm project limits, and measurement quantities.
 - M. Provide all-inclusive quotes (labor, equipment, materials, and any incidental costs) to provide 100% turnkey projects.
 - N. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
 - O. Be responsible for damages caused as the result of completing projects.
 - P. Contractor shall be responsible for the proper disposal of project spoils.
 - Q. Materials and waste shall be disposed in accordance with all applicable laws, ordinances, code, and regulations.
 - R. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by City, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon the City to make an investigation either before or after award of the Agreement, but should the City elect to do so, Contractor is not relieved from fulfilling all Agreement requirements.
 - S. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction.
 - T. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site.
 - 1. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor.
 - 2. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.
25. **Sod Services:** Contractor shall provide for service facilities located within the City to be considered for award. Services shall include sod materials available for pickup from Contractor's location, delivery, installation, rolling, tamping, stapling, pinning, and watering. Services shall include maintenance of traffic (MOT), equipment, tools, materials, labor, disposal of project spoils, and any incidental costs necessary to complete the tasks. This is an indefinite quantity contract with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.
- A. Sod Specifications:**
- 1. Sod and related materials shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction.
 - a. Section 570 Performance Turf, 2024 or latest edition.
 - b. Section 981 Turf Materials, 2024 or latest edition.
 - c. Section 983 Water for Grassing, 2024 or latest edition.
 - 2. Shall be in commercial size rectangles of twelve inches by twenty-four inches (12" x 24") or larger.
 - 3. Shall be a minimum of one and a quarter inch (1 ¼") thickness including a three-quarter inch (¾") thick layer of soil base adhering firmly to the roots to withstand all necessary handling.
 - 4. Pallets shall be four hundred square feet (400 SF).
 - 5. Rolls of sod shall be two hundred and fifty square feet (250).

6. Orders determined to be short shall be supplemented at no additional cost.
7. Shall be fresh cut and shall not be cut more than forty-eight (48) hours prior to installation.
8. A letter of certification from the contractor as to the type of sod and when the sod was cut shall be provided to the CR upon request.
9. Shall be live (not dormant), fresh and uninjured at the time of delivery, installation, or pick up.
10. Shall be free of noxious and invasive weeds, diseases, and insects.
11. Roots shall be healthy and well matted.
12. Sod that is falling apart, in pieces or less than specified shall be rejected at the discretion of the City of Apopka staff.

B. Sod Installation:

1. Shall be installed with the length of the sod parallel to the roadway and edges shall be staggered at a minimum of six inches (6").
2. Shall ensure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids.
3. Shall be rolled or tamped to provide firm contact between the roots and soil and shall be inclusive of the cost provided on the price sheet.
 - a. On slopes of three to one or greater (3:1 or > 3:1), or wherever erosion may be an issue, sod shall be laid with staggered joints and secured with sod staples.
4. The requirement of sod staples shall be noted on the quote.
 - a. Sod staples and pinning service shall be an additional cost and priced per square foot (SF) to include all equipment, labor, and materials.
5. Substandard material shall be removed and replaced at the contractor's expense.
6. Sod staple and pinning services shall be requested as needed.
7. Staples shall be made to the following specifications:
 - a. Twelve (12) gauge.
 - b. Eight (8) inch long by one (1) inch wide.
 - c. Made of non-galvanized metal.
8. Pricing shall include materials and installation per square foot (SF).
9. Rolled sod on playing surfaces shall have a smooth transition from existing turf to new. With no gaps or overlapping of turf.

C. Watering Services:

1. Watering services shall be provided as an additional service for sod or grass seeds that has been installed either by the City or Contractor.
2. Contractor shall maintain the service as directed by CR or until the sod and/or seed is fully established.
3. Watering services shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which is harmful to plant growth.
4. Water shall be irrigated evenly to ensure and maintain peak moisture for grass root establishment under each application.
5. Contractor shall provide a price per square foot/ per occurrence to include all associated fees, labor, equipment, and materials

D. Warranty:

1. Sod shall be warranted to be free of noxious and invasive weeds, disease, and insects.
2. If pests, plants, and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the areas of sod that have been impacted.
3. The process for treating these areas shall be approved by CR.
4. If the sod does not meet any of the above specifications, the Contractor shall be responsible to replace it at no additional expense to the City.

26. **Mowing Services Requirements for Right of Way and MSBU:** Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below. See Attachment A and C for total required mowing area and frequency:

A. Mowing Services:

1. Will be annually, and all areas if ROW and MSBU shall be mowed as agreed upon with the City for the year based on the location, weather conditions, and at the discretion of the City. The Stormwater ponds and Utility Facilities shall be mowed as agreed upon with the City for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted.
2. Contractor shall provide maintenance of traffic in accordance with the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices. During mowing operations traffic shall be maintained in accordance with all federal, state and local rules and regulations. The Contractor will be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
3. Mowing is defined as cutting of grass/vegetation, edging of grass/vegetation, litter pick-up and clean-up of cut grass/vegetation from right-of-way line to right-of-way line. Grass shall be cut to a maximum of 3". Weed eating will be done around all fences, guardrails, signs, sidewalks, concrete headwalls, curbing traffic separators and any & all other vertical apparatuses in the right-of-way. The Contractor shall also keep all fences free of plants and weeds. Sidewalks and medians shall be edged mechanically with each operation; additionally, plants and weeds shall be removed and cleaned off the sidewalks and medians after the mowing operation (no chemical treatment for hard edging). All trash will be picked up and properly disposed of before the regular mowing cycle maintenance is completed. All Work shall be completed within the timeframe cycle as specified herein. Hours of operation will be from sunrise to sunset based on City Ordinances, Monday through Friday, EXCEPT holidays as identified by the City.
4. While it is recognized that some of the actual right of way areas may be mowed by the adjacent property owner, the area is the responsibility of awarded Contractor and shall still require mowing, weed eating, and/or clean up.
5. All debris, construction scrap, landscape or tree trimming, created by the Contractor shall be disposed of in accordance with local laws and regulations. The use of public roads and streets shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or materials spilled from trucks shall be removed by the Contractor and the street cleaned to the satisfaction of the Owner. Contractor shall be responsible for any and all damage to existing facilities whether caused by themselves or their subcontractor. It is highly recommended that Contractor notifies all subcontractors of this liability in an effort to prevent or minimize damage.

B. Monitoring:

1. All mowing, trimming edging, and care will be monitored by the Parks Administrator, Operations and Maintenance Manager or his designee and the Contractor will notify the City via email within 24 hours of completion of each cycle for inspection. Failure to notify the City within this time period will require the Contractor to make an additional cycle at no charge to the City.
2. The City reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by the City for the purpose of ensuring Contractor's performance under the Agreement.
3. Such inspections performed by the City, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement.
4. The City reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.
5. Reporting Schedule Contractor shall provide a quarterly schedule identifying cycles and dates for each location of service (subject to weather conditions), and a monthly progress report

identifying the number of cycles for each location. Monthly reports are due no later than the tenth of the following month.

- a. The contractor is required to provide weekly schedules, a week before, on which areas are going to be mowed.

27. Mowing Expectations:

A. Mowing:

1. All turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
2. Mower blades will be sharp at all times to provide a quality cut.
3. It is not necessary to remove grass clippings as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, contractor will collect clippings until the disease is controlled.

- B. Edging:** All properties shall be edged with power edger to control encroachment of grass on sidewalks (of any surface), curbing, tree rings, roadways, and parking lots. Edging shall coincide with each mowing service. Edging shall not be considered complete until all undesirable material has been removed from over the above-mentioned areas. Failure to do so will result in non-payment for entire area. Handheld or walk behind edgers will be the only method approved for edging.

- C. Herbicide:** Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. The chemical type will require approval by the City's Contract Coordinator. The Rate of Herbicide that is applied is to comply with the manufacturer's label. Herbicide shall not be used as a replacement for weed-eating, edging or in areas susceptible to erosion.

- D. Weed Trimming:** All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, fencing, steep shoulders, etc. shall be weed trimmed. All amenities such as kiosks, benches, trees etc. shall be weed trimmed unless approved by City Contract Coordinator. Herbicide controls may be used for fence lines.

E. Litter Removal:

1. All litter and debris are to be removed during each mowing cycle. Litter and debris removal includes the pickup, removal and disposal of any item not permitted such as but not limited to; cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price bid for mowing. The following shall be "power blown" at the conclusion of each mowing cycle: sidewalks, surfaces, parking lots and building entrance ways.
2. Trash bag report must be provided with every invoice stating the number of trash bags that were used.

F. Cuttings and Trimmings:

1. It shall be the responsibility of the Contractor to remove or disperse any vegetative clippings from hard surfaces following mowing. Under no circumstance are drainage structures to be used as disposal sites.
2. Clippings will be swept, blown, or vacuumed from sidewalks, patios, curbs, and roadways immediately after mowing or edging. They will not be blown into storm drains. Blowers shall not be used in parking lots. Any damage to vehicles, including damage from vegetative debris and grass clippings, is the responsibility of the contractor.
3. Mowing must be directed away from water bodies and impervious surfaces. Turfgrass clippings are a source of slow-release nitrogen. Leaving the clippings, rather than removing and bagging them, reduces both fertilization needs and the amount of plant material that must be disposed. Note: no plant material is allowed in Florida landfills. No readily visible clumps shall remain on

the grass surface after mowing. Large clumps of clippings will be raked into the turf or immediately collected and removed by the contractor.

28. Mowing Service Requirements for Facilities, and Parks and Recreation:

A. Mowing Services:

1. Will be annually, and all buildings with St Augustine grass shall be mowed as agreed upon for the year based on the location, weather conditions, and at the discretion of the City. The facilities with Bahai grass shall be mowed as agreed upon for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The selected Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted

B. Mowing Expectations:

1. Mowing:
 - a. In addition to meeting the mowing specification in section 3.4, Contractor must also meet the requirements listed below:
 - i. All Bahia turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
 - ii. All St Augustine turf shall be cut to a uniform height of no less than four inches (4").

29. **Landscape Bed Maintenance Service Requirements for All Areas:** constitutes professionally maintaining all landscape areas within designated City properties. Plant maintenance shall include, but not be limited to shearing, pruning, mulching, weeding, fertilizing, chemical applications of insecticides I fungus, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of deceased/dying plant material, the Contractor shall obtain City authorization.

The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the City's Contract Coordinator within twenty-four (24) hours of the completion of each cycle.

A. Method of Operations:

1. All mulched areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. Removal of dead shrubs and groundcover shall be included under routine Landscape Bed Maintenance. The Contractor shall notify and obtain approval by the City's designated Contract Coordinator prior to removing dead material.
2. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental pruning to keep pedestrian clearance at no less than 6" inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections shall occur on all shrubs according to local Engineering and I.S.A standards.

B. Pruning:

1. Pruning of shrubs and other specimen plants will not be permitted without pre- approval and consent of the CR.
2. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All shrub pruning should level and develop a healthy branching structure. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.
3. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the CR.
4. Pruning shall include but not be limited to removal of vegetation, which is dead, damaged or diseased. Removal of dead or faded flowers shall be performed on an as needed basis.
5. Large shrubs (Hollies, Junipers, are to be kept A symmetrical and water sprout free. Side shoots and branches may be "headed back" but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.
6. The contractor is required to remove all pruned materials and debris from the site after each service.
7. Plant growth regulators can be applied only if approved by the CR.
8. Contractor will be required to follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

C. Quality:

1. Shrubs, groundcovers, sod, and materials damaged by the Contractor or neglected diseased plants left untreated shall be replaced or reworked by the Contractor at his/her expense.
2. Replacement plants shall conform to the species/variety, grade, standard, and size to match existing plants.
3. Replacement material, which is smaller or otherwise different from the original plants, must have prior City approval.
4. All replacement material must have prior City approval. Contractor shall not be responsible for acts of God such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services.

D. Pest Control/Weeding:

1. All areas within landscape beds must be mulched and maintained weed free. Ornamental beds, hedge areas, and tree basins will be kept weed free by such mechanical means as hoeing or hand pulling, and/or by herbicide applications. Where chemical weed control is thought to be necessary, contractors are encouraged to use the least toxic, target-specific materials and methods.
2. Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
3. Weeds and grass in beds or mulched areas will be removed by hand or selectively by chemical, provided that chemicals will not result in damage to plants or leave an unsightly appearance.
4. Weeds along and in the pavement edge of curb lines of hardscaped medians/walkways containing landscape materials shall be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas.
5. The cost of work and materials for pest control/weeding shall be included in the unit price bid for Landscape Bed Maintenance.
6. Machine edge all beds and power blow any clippings from impervious areas. IPM is the coordinated use of pest and environmental information and available pest control methods to prevent unacceptable levels of damage by the most economical means with the least possible hazard to people, property and the environment. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
7. **All bags and debris are to be removed that day of service, no exceptions.**

E. Application of Insecticide and Fungicides:

1. Planting beds attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, or trees deemed to be infested by the CR per consultant recommendations.
2. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County and City, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Bed Maintenance.
3. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

G. Fertilization:

1. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Shrubs, and ground covers shall be fertilized with a slow-release fertilizer at the rate of no more than one pound of nitrogen per 1,000 square feet of planting area. The fertilizer shall contain both nitrogen and potassium, in slow-release form. A soil test should be used to determine if magnesium (Mg), and minor elements such as iron and manganese are needed. If the soil test indicates that these elements are needed, fertilizer should contain 3% - 5% magnesium (Mg) and 1%- 2% of iron and manganese.
2. Fertilizer type depends on soil conditions. Nutritional deficiencies may develop due to soil conditions, such as alkaline pH or compacted soils, or damaged and diseased root systems. Deficiencies of specific nutrients shall be treated with applications of the needed nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected.
3. Fertilizer shall be broadcast around plants uniformly but will never directly contact stems and trunks.
4. Fertilization scheduling shall not exceed the recommendations from the UF/IFAS Extension Service and should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months.
5. Application
 - a. Two applications of fertilizer to all City property landscape beds shall be applied in the spring/fall. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Bed Maintenance.

H. Herbicide:

1. Herbicide constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the City's Contract Coordinator.
2. The Contractor shall keep all planted areas free of weeds. Weeds in the landscape (shrubs and ornamentals) shall be controlled by mechanical removal and /or with pre-emergent and post-emergent herbicides.
3. Herbicides shall not be applied when there is a danger of winds that could cause spray drift and damage to surrounding landscape areas.
4. A non-selective post-emergent herbicides will need City approval prior to use and must conformance with the manufacturer's instructions. The application of pre-emergent herbicide should be considered and incorporated into the schedule. Selective herbicides shall be

approved by the City's Contract Coordinator. The cost of all work and materials for herbicide shall be in the unit price bid for Landscape Bed Maintenance.

5. Note: Herbicides shall not be used as a substitute for planter bed edging.
6. Quantity and Frequency of Herbicide Treatment.
 - a. The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.
7. Limitation of Operations:
 - a. Herbicide treatment will be on an as-needed basis during the cycles for Landscape Bed Maintenance. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at his/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.
8. Quality:
 - a. If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the City. Overspray of herbicide resulting in plant or turf mortality will result in replacement at no additional expense to the City.
 - b. All above work is to be included with the unit landscape bed cost.

I. Mulching:

1. Mulching constitutes providing and placing Mini-Pine Bark Nuggets mulch and Pine Straw mulch in designated areas.
2. Quantity and Frequency of Mulching:
 - a. Mini-Pine Bark Nugget and Pine Straw mulch (as determined by site through CR shall be installed as directed in all designated Landscaped Beds in a settled manner to a depth of three (3") inches. All bed line edges will be trenched to help contain the applied mulch. One application of mulch to all landscape beds shall be applied in the spring. The cost of all work and materials for mulch for a single three (3") inch level application for all the beds and trees rings shall be in the unit price for mulch for the entire property.
3. Method of Operations:
 - a. Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.
4. Quality:
 - a. Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards.

J. Turf Maintenance (St Augustine/Zoysia):

1. Application of Insecticides and Fungicides:
 - a. Turf attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any turf deemed to be infested by the CR per consultant recommendations.
 - b. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.O.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Turf Maintenance.
 - c. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Parks Administrator or Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.
2. Fertilization:

- a. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Turf shall not be fertilized when heavy rain is expected. A "Ring of Responsibility" will be left around or along water bodies. The Ring of Responsibility shall extend at least 10 feet from the edge of the water. Fertilizers must contain slow-release nitrogen and will be applied at the rate of no more than one pound of nitrogen per 1,000 square feet. This is calculated by dividing the percentage of nitrogen into one hundred. (Example: If the ratio 15-0-15 is used, then 6.6 pounds of the fertilizer will be spread over 1,000 square feet of lawn area).
- b. Formula: The formula to be used on all the turf shall be 15-0-15 with micronutrients, or any other comparable fertilizer approved by the CR.
- c. Rate: This fertilizer shall be applied in turf areas annually in the spring at the rate of 6.6 pounds per 1000 square feet
- d. Application: Two applications of granular fertilizer to all city property landscape and turf shall be applied in the spring/ fall. A liquid iron treatment with miners shall be done to all St Augustine and Zoysia turf as needed. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Turf Maintenance.
- e. All above work is to be included in the unit landscape Cost.
- 3. Herbicide Turf Treatment for St Augustine and Zoysia Grass:
 - a. Contractor is responsible for all post and pre-emergent chemical applications. Post emergent applications shall be done monthly and pre-emergent applications shall be done once in spring and once in the fall to all St Augustine and Zoysia turf using approved herbicides.

L. Litter/Debris Removal:

- 1. Litter Removal: All litter and debris are to be removed during each trash maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any item such as cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. (Contractor is to provide own City approved Liners for trash cans)
- 2. Pavement/Walkway Debris Removal:
 - a. All debris is to be power blown/vacuumed/swept removed during each maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as leaves, sticks, branches, cigarette butts, wood, landscape debris, etc., which will result in an objectionable appearance
 - b. All pavement areas shall be blown during each service Mondays and Fridays. If landscape maintenance occurs on a Monday or Friday.
 - c. Litter/Debris Maintenance Service shall not be additionally charged. This includes parking lots, building entrances, and court yards.
- 3. Frequency of Trash Maintenance:
 - a. TRASH Cycles at 104 cycles per year. Mondays and Fridays for all 52 weeks.

M. Tree and Shrub Maintenance:

- 1. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental tree pruning to keep the facility trees and shrubs for clearance shall be done according to International Society of Arboriculture (I.S.A.) Standards.
- 2. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections will occur on all trees and shrubs according to the I.S.A standards.
- 3. All trimming cost shall be built with the turf maintenance unit cost.
- 4. All incidental tree pruning to keep pedestrian clearance at no less than ten feet (10') above pavement and no less than six (6") inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards.
- 5. Pruning for site distance at intersections will occur on all trees and shrubs according to local Engineering and I.S.A. standards. Hedges shall be maintained set a specific height as to

locations All Palms shall be pruned once a year removal of old boots and dead fronds. No trimming of green fronds above nine (9) and three (3).

6. All Crape myrtles shall only be pruned with hand pruners on branch diameters of one (1") inch or less during the dormant winter period.
7. Contractor will be required to remove and dispose of all vegetation including but not limited to vines, seedlings, weeds and sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all trees, shrubs.
8. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the City's expense.

30. Irrigation Service Requirements for All Areas:

- A. The contractor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers, valves, electrical, and sprinkler heads/ rotors of the irrigation system up to six (6") inches in diameter as required to keep the system operating.
- B. The irrigation shall be capable of providing one- and one-half inches (1 ½") of water to all turf and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The contractor shall be required to make all repairs within a minimum twenty-four (24) hour period or sooner as requested by the City's Contract Coordinator. Some case immediate response for shutting down breaks or stuck valves we be required. Any form of damage to the irrigation system must be reported to the CR immediately upon discovery.
- C. Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the contractor. If plant material dies due to the lack of water the contractor shall be responsible for replacement at no cost to the City.
- D. A written irrigation inspection schedule shall be provided by the contractor to the CR. The contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over- watering or insufficient watering.
- E. The contractor shall submit a written quote for any new irrigation installs and designs to CR.

31. Tree Service Requirements for All Areas:

- A. **Technical Provisions:** Tree trimming and related services includes, but is not limited to labor, materials and equipment necessary to provide tree trimming, tree removal, stump grinding/removal, root grinding, Arborist evaluation/recommendations and clean up as well as technical assistance and the ability to respond to emergencies as determined by the City including storm related/adverse weather condition emergencies.
 1. The tree trimming height over sidewalks shall be a minimum of ten (10) feet and over the roadways a minimum of fourteen (16) feet. The Contractor shall specify the height on the written estimate to be approved by the CR. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the CR.
 2. The Contractor shall perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area.
 3. For any tree coming from private property with limbs encroaching over the right-of way, the CR will provide specific instructions as to how to handle the trimming. However, all work must be performed within the limits of the right-of-way, not inside private property. If any service is anticipated to take place on adjoining private property, the Contractor is required to have prior authorization from the CR through a "Right of Entry" form, and contact the property owner prior to enter the property. The CR will complete, sign, and obtain the signature of the property owner on the "Right of Entry" form. This completed form must also be submitted with Invoice and other pertinent backup. If, when preparing to cut or trim trees in the right-of-way, a citizen protests, objects or attempts to halt the work, the Contractor shall immediately stop work and notify the CR.

4. The Contractor shall make every effort to contact, in a timely manner, the CR should they receive a citizen complaint of a potentially unsafe situation as it pertains to trees in the right-of-way, (i.e. rotted tree, fallen tree, etc.). The Contractor shall document the time and place of the complaint, and the time the CR was contacted with the information and document the phone call on the daily report to be submitted the following day.
5. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the CR.
6. The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and/or on private property adjacent to the work area. If there is possibility of damages to turf due to site conditions or constraints it shall be the Contractor's responsibility to advise the CR in writing prior to starting operations on any given project.
7. The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless otherwise directed by the CR.
8. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. This requirement includes the work-site clean-up which shall be left equal to or cleaner than pre-work conditions.
9. All wood, chips, and other debris shall become the property of the Contractor and be disposed of at no expense to the City and in accordance with all local laws and ordinances.
10. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal of a tree. Any tree damage caused by the Contractor shall be repaired to the satisfaction of the CR, at no cost to the City.
11. The Contractor shall comply with the most current revision of the American National Standards Institute (ANSI) Z133.1 - 2006 Safety Requirements for Arboricultural Operations.
12. The Contractor shall conform to the latest version of the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1 - Pruning. Pruning procedure or type shall be specified, along with objectives of pruning to be performed.

B. Routine Work:

1. Tree work shall take place between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. The CR shall contact the Contractor requesting a site meeting for new proposed projects. Within two (2) business days of notification, the Contractor and the CR shall conduct a joint inspection of the proposed work area(s) and discuss the scope of the work to be accomplished. The Contractor within two (2) business days after the meeting shall submit detailed written estimate(s) of work to be performed to include an estimated performance period for the work to be accomplished.
2. Tree Removals/Stump Removals/Tree Root Grindings: The contractor shall have ten (10) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
3. Tree Elevations/Tree Pruning: The contractor shall have fifteen (15) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
4. Upon agreement of the scope and scheduled start/finish dates for the project(s), the written estimate(s) (Attachment A) shall be signed, dated by both parties. The Contractor's Representative shall immediately forward the signed document to the Roads & Drainage main office for the issuance of the delivery order(s). The Contractor shall complete all work (including stump grinding, clean up, etc.) within allotted time frame, unless otherwise authorized in writing by the CR.
5. Contractor will be required to make themselves available for field meetings with CR and HOA Representatives as needed to discuss and agree on how tree elevations will be performed as it relates to aesthetic and symmetrical appearance of the trees. Contractor is required to submit all Maintenance of Traffic (M.O.T.) plans to CR for approval prior to commencement of work.
6. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the work. The City does not provide staging and/or storage areas. The Contractor must acquire written approval to utilize any area for staging and/or storage from the

property owner and submit that with a written request for utilization to the City for final approval. All areas disturbed shall be restored to original or better than conditions as part of the project within the allotted time frame on the delivery order.

7. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
8. There shall be no stumps remaining and the stump grinding scope of services shall be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a 12-inch depth the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the CR before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site within the time period specified on the delivery order.
9. No routine work shall begin without a delivery order in hand. The signed work request does not constitute authorization to commence work, until a delivery order is issued. On occasion, due to a delay in the processing of the delivery order, it may be necessary to begin the work; the Roads & Drainage main office, with approval by senior management and the Procurement Division, shall provide written authorization to the Contractor to proceed with the work without the required delivery order.

C. Hazardous Trees:

1. Reporting:
2. If any person engaged in trimming or pruning becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, s/he shall report such tree(s) to the CR. Such trees shall include those that are over mature, diseased, or showing signs of decay. This reporting is considered part of the scope of services for this contract. Additional compensation will not be provided to the Contractor.
3. Diagnosis:
 - a. Any hazardous trees reported to the City as such shall be inspected by the CR. At the time, a decision shall be made whether to remove the trees or to request an Arborist Report for further evaluation.
 - b. The City will request detailed Arborist's reports as needed. The Contractor shall provide details on condition, findings, recommendations, etc. for specified trees as requested by the CR. The Arborist Report shall be submitted within two (2) business days after a request has been made. The cost for this report shall be inclusive of all labor, materials and incidentals needed for field evaluation of trees.

D. Tree Trimming:

1. The Contractor shall only trim or remove trees within the City right-of way unless otherwise directed by the CR. The right-of- way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the Contractor shall request instruction from the City as to the right-of- way limits.
2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. Remaining stubs must be less than 1" upon completion of the project. The Contractor shall remove and maintain live branches to maintain the natural shape and appearance of the trees and they shall maintain a collar on lateral branches. The Contractor shall not flush-cut larger branches.
3. Mutilation and loss of characteristic shape of the tree shall be prohibited. The Contractor shall perform selective removal of complete limb(s) rather than excessive clipping with pruners, (i.e. hedge trimming effect shall be avoided). Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.
4. Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.

5. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of fourteen (14) feet above the travel portion of the street at the curb line and ten (10) feet above the sidewalk. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.
6. All tree pruning shall be regulated by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1- Pruning.
7. The following standards shall be applied to all tree trimming:
 - a. The trees shall be pruned by removal of all dead, diseased, broken and crossing branches.
 - b. Live branches shall be removed to maintain the natural shape and appearance of the trees. Mutilation and loss of characteristic shape of the trees shall be prohibited.
 - c. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners (i.e., a "hedge trimming" effect shall be avoided).
 - d. The final saw or pruner cuts shall be made just outside the branch collar on the parent limbs or trunk of the tree.
 - e. Limbs shall be pre-cut, using a three-cut technique to prevent splitting or stripping of bark. Ropes shall be used for lowering cut branches where necessary to prevent damage to trees, conductors, fences, cars and other property.
 - f. No "hangers" shall be left in the trees after pruning is completed. All old stubs shall be removed.
 - g. While maintaining a healthy tree crown, the lower branches of the tree shall be raised to a minimum height of fourteen (14) feet above the traveled portion of the street at the curb line and to a minimum height of ten (10) feet above the sidewalk and lawn extension areas. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the CR.
 - h. Tools used to prune diseased trees or trees suspected of disease shall be disinfected before being used on another tree.
 - i. Any modifications from the above section shall be agreed to in advance in writing by the CR.
 - j. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR.
 - k. All costs associated with tree trimming operations including clean up and disposal shall be included in the unit cost for the services.

E. Tree Removal:

1. Trees shall be removed by use of tree-shears, brush hogs, shredders, hydroaxes, chain saws or other suitable equipment. Trees shall be cut as close to the ground as possible with exceptions for rough topography, fence lines or other obvious places where such cutting height is not possible.
2. Under no conditions shall any accumulation of brush, limbs, logs or other debris be allowed in such a manner as to result in a hazard to motorists or pedestrians or to remain on location longer than the time work is performed on the site. Debris in the roadway surface, resulting from the work, shall be removed immediately to avoid possible hazardous conditions. The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of any work. Sidewalks, curbs, gutters and pavement areas shall be left in a "broom cleaned" condition upon completion of work.
3. For fallen trees with exposed root balls, the root balls shall be cut free from the soil and removed, roots shall be cut flush with grade, the area shall be raked smooth and surrounding finished areas (sidewalks, curbs, gutters and streets) swept and cleaned of all vegetation and debris.
4. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with tree removal operations including clean up and disposal shall be included in the unit cost for the services.

F. Stump Grinding/Removal:

1. Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the CR. Any request for an exception

must be made before removal of the tree. The Contractor shall grind all stumps twelve (12) inches below the soil surface. Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor. The stump hole shall be filled, tamped and mounded at three (3) inches high to allow for decomposition of root mass. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the Contractor before leaving the site.

2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with stump removal operations including clean up and disposal shall be included in the unit cost for the services.

G. Tree Root Grinding:

1. On specified locations, as directed by the CR, the Contractor shall remove roots up to twelve (12) inches below grade, driveway, sidewalk, or ramp as required. The Contractor shall rake the soil smooth removing all debris (roots, wood chips, concrete, etc.) re-compact disturbed areas, and sweep all finished areas (sidewalks, curbs, gutters and streets). Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor.
2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with root grinding operations including clean up and disposal shall be included in the unit cost for the services.

H. Palm Tree Trimming/Pruning:

1. The Contractor shall only remove dead fronds (palm leaves). Live, healthy fronds shall not be removed. The removal of live fronds shall be limited to those that are broken or severely chlorotic or potentially hazardous. Fronds shall be removed carefully to avoid damage to living tissue. Fronds shall be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed if deemed to be a safety risk. To avoid transmitting disease- causing organisms on pruning tools, the Contractor shall disinfect tools before and after pruning individual trees. A disinfectant (such as Clorox or rubbing alcohol) shall be used on pruning tools before and after pruning individual trees. Climbing spikes or spurs shall not be used to climb palms for pruning.
2. If the tree is injured during the pruning process as a result of the Contractor's non-compliance to scope of services or industry standards, the Contractor shall remove the damaged tree and replace with a tree of the same type and size or better at no cost to the City.
3. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with palm tree trimming operations including cleanup and disposal shall be included in the unit cost for the services.

I. Liquidated Damages: \$

Contractor must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the consecutive calendar days indicated under the scope of work thereafter. Contractor must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day if deficiencies, upon final inspection are not corrected within two (2) business days of City notification to Contractor of deficiencies.

J. Final Inspection: Upon written notice from the Contractor that the project is complete, the CR shall make a final inspection, within two (2) business days, with the CR, the Contractor will create a punch list and both parties will sign the punch list. A copy of the punch list will be provided to the CR that day or the following business day at the latest including the performance end date for correcting the punch list items. The Contractor shall correct all deficiencies within two (2) workdays or as agreed to by the CR and before final acceptance and payment is made. If a re-inspection is required, the City will assess liquidated damages as listed in Paragraph I of this agreement, until deficiencies are corrected and all work is in compliance. The fee is assessed to offset the additional City labor cost and vehicle usage required to do additional inspections. The fee shall be deducted from the final invoice for the services.

32. Delivery and Acceptance:

- A. Contractor's Project Manager shall schedule a site visit with the City of Apopka staff to review the project limits and measurement quantities.
- B. City of Apopka staff shall inspect the project site after notice of project completion.
- C. Should the inspection not meet the contract specifications, the material shall be removed and replaced at the Contractor's expense.

33. Proceed with Work:

- A. An approved Purchase Order will serve as notice to the Contractor to proceed. All work must be coordinated through the City. The Contractor will not perform any work without a fully executed Purchase Order from the City. No mobilization on site will occur until all required pre-work submittals are submitted and accepted by the City.
- B. All tasks and work performed must adhere strictly to the scope, terms and conditions outlined in the contract. Any work conducted beyond the specified scope will result in immediate termination to the contract.
- C. Work shall be performed in accordance with recognized sound safety standards and any equipment, supplies and products shall be used in accordance with the manufacturer's technical specifications.
- D. All Change orders, amendments, etc., can only be signed by the City Administrator, who is the Authorized signer for the City. There will be no change orders, work orders, or other documents signed in the field.

34. City of Apopka Responsibility:

City Shall:

- A. Reserve the right to add or remove services in conjunction with the City's needs.
- B. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
- C. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

FEES FOR SERVICES

1. **Price Adjustments:** Prices offered shall remain firm through the initial period of this Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the anniversary date of the Agreement. Price adjustments must have written approval from the City's Procurement Division before invoicing. Any purchase orders issued by the City before the approval of the price increase will not be modified. Any unit price adjustment invoiced without written approval from the City shall not be paid and the invoice returned to the Contractor for correction.

Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months. The CPI shall not be seasonally adjusted. The City reserves the right to request a reduction in Agreement prices equal to the percentage of change of the CPI in the event of a reduction. The Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum of 30 days before the effective change.

2. **Labor Rate:** The labor rate submitted by the Contractor shall be billed to the City, and shall be inclusive of all labor expenses including, but not limited to, full compensation for the Contractor's labor, and any other cost, including overhead. Billable time will start once the Contractor's personnel arrive at the City in which the work is to be performed. The City will not pay for travel time to any City site.

Item	Description	Davey Tree Expert Company	
		UOM	Unit Cost
1	ROW Mowing	acre	\$ 57.00
2	MSBU Mowing	acre	\$ 57.00
3	FAC and REC Mowing	acre	\$ 57.00
4	Edging of sidewalks /curbing	LF	\$ 0.05
5	Bed/planter maintenance-weeding, pruning and trimming	acre	\$ 57.00
6	Litter/trash pick-up without mowing	acre	\$ 57.00
6b	Litter/Trash pick-up with mowing	acre	\$ 2.00
7	Weed Chemical Spraying, cost to include chemicals.	LF	\$ 0.07
8	Pruning/Elevations 0" to 12" in diameter at breast height	Each	\$ 33.00
9	Pruning/Elevations 12.1" to 24" in diameter at breast height	Each	\$ 66.00
10	Pruning/Elevations 24.1" to 36" in diameter at breast height	Each	\$ 100.00
11	Pruning/Elevations 36.1" to 48" in diameter at breast height	Each	\$ 133.00
12	Pruning/Elevations 48.1" to 60" in diameter at breast height	Each	\$ 166.00
13	Pruning/Elevations 60.1" to 70" in diameter at breast height	Each	\$ 200.00
14	Pruning/Elevations 70.1" or more in diameter at breast height	Each	\$ 250.00
15	Tree Removal 0" to 12" in diameter at breast height	Each	\$ 500.00
16	Tree Removal 12.1" to 24" in diameter at breast height	Each	\$ 2,400.00
17	Tree Removal 24.1" to 36" in diameter at breast height	Each	\$ 3,200.00
18	Tree Removal 36.1" to 48" in diameter at breast height	Each	\$ 4,200.00
19	Tree Removal 48.1" to 60" in diameter at breast height	Each	\$ 5,600.00
20	Tree Removal 60.1" to 70" in diameter at breast height	Each	\$ 7,200.00
21	Tree Removal 70.1 or more in diameter at breast height	Each	\$ 8,400.00
22	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	\$ 125.00
23	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	\$ 200.00
24	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	\$ 300.00
25	Stump Grinding/Removal 36" to 48" in diameter at breast height	Each	\$ 400.00
26	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	\$ 500.00
27	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	\$ 600.00
28	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	\$ 700.00
29	Tree Root Grinding 0" to 12" in diameter at breast height	Each	\$ 125.00

30	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	\$ 200.00
31	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	\$ 300.00
32	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	\$ 400.00
33	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	\$ 500.00
34	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	\$ 600.00
35	Tree Root Grinding 70.1" or more in diameter at breast height	Each	\$ 700.00
36	Palm tree treatments, includes any chemicals needed for treatment	Each	\$ 50.00
37	Palm tree trimming	Each	\$ 100.00
38	Arborist's Report	Each	\$ 200.00
39	Emergency Mobilization Response Fee	Each	\$ 185.00
40	MOT Set Up/Public Notification	Each	\$ 1,200.00
41	Solid Cut Sod - Picked up from Vendor location - Bahia (Argentina)	SF	\$ 0.60
42	Solid Cut Sod - Picked up from Vendor location - St. Augustine (Provista, Floratam and Seville)	SF	\$ 0.64
43	Solid Cut Sod - Picked up from Vendor location - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 0.88
44	Solid Cut Sod - Picked up from Vendor location - Zoysia	SF	\$ 0.80
45	Solid Cut Sod - Delivered to any site within the City of Apopka - Bahia (Argentina)	SF	\$ 0.60
46	Solid Cut Sod - Delivered to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	SF	\$ 0.64
47	Solid Cut Sod - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 0.88
48	Solid Cut Sod - Delivered to any site within the City of Apopka - Zoysia	SF	\$ 0.80
49	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bahia (Argentina)	SF	\$ 1.30
50	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	SF	\$ 1.38
51	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.82
52	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Zoysia	SF	\$ 1.72
53	Sod Staple / pinning	SF	\$ 0.10
54	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
55	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
56	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
57	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
58	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
59	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
60	Rate for all labor that does not require any equipment	Hour	\$ 130.00
61	Watering Services	SF	\$ 0.10
62	Bed maintenance	Acre	\$ 3,600.00
63	Fertilizing	Acre	\$ 225.00
64	Turf maintenance	Acre	\$ 57.00
65	Mulch Services - Mini -Pine Bark Nuggets	Acre	\$ 18,000.00
66	Mulch Services - Pine Straw	Acre	\$ 7,000.00
67	Pest control	Acre	\$ 57.00
68	Weed control services	Acre	\$ 57.00
69	Application of insecticides and fungicides	Acre	\$ 57.00
70	Herbicide	Acre	\$ 57.00

71	Edging and weed trimming	Acre	\$ 57.00
72	Litter/Debris Removal	Acre	\$ 57.00
73	Shrub Maintenance	SF	\$ 5.00
74	1" Electric Valve (Hunter ICV)	Each	\$ 80.00
75	1-1/2" Electric Valve (Hunter ICV)	Each	\$ 145.00
76	2" Electric Valve (Hunter ICV)	Each	\$ 180.00
77	2" Gate Valve	Each	\$ 47.00
78	3" Gate Valve	Each	\$ 145.00
79	4" Gate Valve	Each	\$ 425.00
80	6" Gate Valve	Each	\$ 700.00
81	1" Ball Valve	Each	\$ 22.00
82	1-1/2" Ball Valve	Each	\$ 40.00
83	2" Ball Valve	Each	\$ 74.00
84	7" Round Valve Box	Each	\$ 10.00
85	10" Round Valve Box	Each	\$ 14.00
86	12" Rectangular Valve Box	Each	\$ 20.00
87	110V Controller W/Rain Sensor - 8 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 90.00
88	110V Controller W/Rain Sensor - 12 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 230.00
89	110V Controller W/Rain Sensor - 16 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 340.00
90	110V Controller W/Rain Sensor - 20 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 475.00
91	110V Controller W/Rain Sensor - 24 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 525.00
92	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 1 Station	Each	\$ 140.00
93	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 2 Station	Each	\$ 140.00
94	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 4 Station	Each	\$ 140.00
95	Low Voltage Control Wire #14 UF	LF	\$ 0.70
96	Main Line 2" Sch 40 Purple Solvent Weld PVC	LF	\$ 0.91
97	Main Line 3" Sch 40 Purple Solvent Weld PVC	LF	\$ 1.95
98	Main Line 4" Sch 40 Purple Solvent Weld PVC	LF	\$ 3.60
99	Main Line 6" Sch 40 Purple Solvent Weld PVC	LF	\$ 7.50
100	3" Electric valve (Rainbird Brass)	Each	\$ 732.00
101	Hunter 6" Popup Pro spray	Each	\$ 3.50
102	Hunter 12" Popup Pro spray	LF	\$ 8.20
103	Hunter PGP Rotor 3/4" Inlet	LF	\$ 9.50
104	Hunter PGP Ultra Rotor 3/4" Inlet	LF	\$ 9.50
105	Hunter I20 Rotor 3/4" Inlet	LF	\$ 9.50
106	Hunter I25 Rotor 1" Inlet	LF	\$ 9.50
107	1/2" SCH 40 Purple PVC	LF	\$ 0.20
108	3/4" SCH 40 Purple PVC	LF	\$ 0.25
109	1" SCH 40 Purple PVC	LF	\$ 0.30
110	1 1/2" SCH 40 Purple PVC	LF	\$ 0.60
111	Hourly Rate for any irrigation work that does not require equipment or parts	Hourly	\$ 57.00
112	Elaeocarpus decipiens (Japanese Blueberry Tree) 25-gallon container grown tree, Height 6'-8', Spread 3', Caliper 2", Standard trunk with minimum 2' of clear trunk	Each	\$ 300.00
113	Ilex Opaca (Eagleston Holly) 25-gallon container grown tree, Height 10-12', Spread 3-4", Caliper 2", Standard trunk with 3' clear trunk	Each	\$ 300.00
114	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", no major branches with crossovers	Each	\$ 260.00
115	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 3' clear trunk, 25-gallon container grown tree, Height 8-10', Spread 3-4', Caliper 2"	Each	\$ 275.00

116	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 25 Gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk	Each	\$ 250.00
117	Quercus nuttalli, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 275.00
118	Quercus Shumard, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 275.00
119	Quercus Virginiana (Southern Live Oak) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
120	Quercus Virginiana (Cathedral) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
121	Quercus Virginiana (High Rise) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
122	Ulmus Alata (Winged Elm) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 400.00
123	Tabebuia Chrysotricha, 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 350.00
124	Tabebuia Impetiginosa (Purple Trumpet) 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 350.00
125	Ilex Opaca (Eagleston Holly) 65-gallon container grown tree, Height 12-14', Caliper 3", Standard trunk with 3' clear trunk	Each	\$ 700.00
126	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 65-gallon container grown tree, Height 10-12", Spread 5-6", no major branches with crossovers	Each	\$ 600.00
127	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 4' clear trunk, 65-gallon container grown tree, Height 10-12'	Each	\$ 650.00
128	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 65-gallon container grown tree, Height 10-12', Spread 4-6', Caliper 2 1/2-3", Standard trunk	Each	\$ 650.00
129	Quercus nuttalli, 65-gallon container grown tree, Height 12-14', Spread 6-8', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
130	Quercus Virginiana (Southern Live Oak) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
131	Quercus Virginiana (Cathedral) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
132	Quercus Virginiana (High Rise) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
133	Tabebuia Chrysotricha, 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
134	Tabebuia Impetiginosa (Purple Trumpet) 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
135	Sylvester Palm, 10-14' clear trunk/ Ball and Burlap/ Debooted	Each	\$ 5,500.00
136	Majule Palm, 12-16' clear trunk/ Ball and Burlap/ Debooted	Each	\$ 9,500.00
137	Bottle Brush Tree, 25-gallon, Height 6-8', Spread 4-5', Standard trunk with a minimum of 3' clear trunk	Each	\$ 275.00

Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. §200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to the Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services apply to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: the City shall notify the Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, the Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to the Contractor. The Contractor shall be obligated to continue the performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

The City's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the City's discretion whether to exercise the right to terminate. The Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
2. Key Definitions.
 - a. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work that is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any

Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.
- 3. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs
- 4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor shall 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 Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor shall 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.
 - v. The Contractor shall 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 shall permit access to its 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.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) 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 Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 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.
3. In accordance with the law, the Contractor must be 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. In addition, the Contractor must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Copeland "Anti-Kickback" Act. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub-recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act

- a. **Contractor.** *The Contractor 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.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

F. Rights to Invention Made Under a Contract or Agreement

1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
3. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and

the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

H. Debarment and Suspension

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can

be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

4. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," including sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.
5. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of the amount.
 - c. The contract is for federally required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension and Debarment

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6. c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6. c and Appendix C, ¶ 4.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

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

J. **Procurement of Recovered Materials**

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

K. **Additional FEMA Requirements**

1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

2. Changes:

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

3. Access to Records:

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

Access to Records

The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or its authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

L. DHS Seal, Logo, and Flags

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

M. Compliance with Federal Law, Regulations, and Executive Orders

1. All Non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will

comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

2. The following provides a contract clause regarding Compliance with Federal laws, Regulations, and Executive Orders: "This is an acknowledgment that FEMA financial assistance will be used to fund the contract only." The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.
2. The following provides an Agreement clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**PIGGYBACK AGREEMENT
BETWEEN
THE CITY OF MOUNT DORA
AND
THE DAVEY TREE EXPERT COMPANY**

Term: 3 years.

Optional: two additional 1-year renewals.

Attachments:

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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 DAVEY TREE EXPERT COMPANY**, an Ohio corporation authorized to do business in the State of Florida with a principal address of 1500 N. Mantua St., Kent, Ohio 44240 (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Agreement for Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU) between the City of Apopka, Florida, and CONTRACTOR, dated October 10, 2025 (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by the City of Apopka through ITB 2025-A-225, attached hereto as **Exhibit 1** and incorporated herein; and

WHEREAS, CONTRACTOR has exhibited in its response to ITB 2025-A-225 that it is capable of providing 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 shall commence on the latest date of execution by all signatories to this Agreement (the “Effective Date”) and continue for a period of three (3) years, unless terminated earlier as set forth herein. At the end of the initial term, this Agreement may be renewed for up to two (2) additional one-year periods upon written agreement of the parties.

SECTION 2. SCOPE OF SERVICES AND CONTRACT PRICE

A. Except as otherwise modified or specified herein, CONTRACTOR shall provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract, as amended, attached hereto as **Exhibit 2** and incorporated herein.

B. Payment by the CITY shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Unless otherwise indicated by the CITY in writing, CONTRACTOR shall submit monthly invoices for all services actually performed to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, Florida 32757.

SECTION 3. CONTRACTOR OBLIGATIONS

A. Notwithstanding any contrary provision in the Underlying Contract, all materials, labor, and services to be provided or performed shall be completed in a good and workmanlike manner in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any applicable Federal, State, or local regulatory agency. CONTRACTOR shall not have the authority to create or cause to be created 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. CONTRACTOR shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The services shall only be performed by CONTRACTOR and shall not be subcontracted to any third party or other independent contractors without the CITY's prior written approval, which approval shall be at the CITY's sole discretion. CONTRACTOR shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work.

SECTION 4. CONTRACT PROVISIONS; CONFLICT

The parties agree to be bound by all the terms and conditions of the Underlying Contract, including all attachments thereto, unless otherwise modified or specified herein. To the extent there are any conflicts or inconsistencies between this Agreement and the terms and conditions of the Underlying Contract or any other attachment or exhibit hereto, the terms and conditions of this Agreement shall govern and control. In addition, in the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any terms, provisions, or 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 CONTRACTOR shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 5. FUND AVAILABILITY; USE OF CONTRACTOR

The services to be performed under 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 described herein.

SECTION 6. APPLICABLE LAW; VENUE; JURY TRIAL WAIVER

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Lake County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY 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 7. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that CONTRACTOR, in performing its obligations under this Agreement, shall be deemed an independent contractor and that nothing in this Agreement and no course of dealing between the parties shall be construed to create

or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Agreement. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 8. **NOTICE**

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each party shall notify the other in writing of any changes to their contact information. Routine day-to-day communications may be conducted via email.

CITY:

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

CONTRACTOR:

Richard Close
The Davey Tree Expert Company
123 Atlantic Drive, #111
Maitland, Florida 32751

Copy to:

Attn: Legal Department
The Davey Tree Expert Company
1500 N. Mantua Street
Kent, Ohio 44240

SECTION 9. **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 incorporated herein.

SECTION 10. **INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify and hold harmless the CITY and its officials, employees, agents, representatives, and volunteers from and against any 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 liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or connected to this Agreement, except to the extent caused by the gross negligence or intentional misconduct of the CITY. 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 11. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is being entered into for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 12. AUDITING, RECORDS, AND INSPECTION

Throughout the term of this Agreement, CONTRACTOR shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records") in compliance with generally accepted accounting procedures. Such Records shall be available, upon request, to the CITY or the CITY's designee at any time during the initial term of this Agreement and any extension thereof, and for three (3) years from the termination or natural expiration of this Agreement. CONTRACTOR expressly acknowledges that by virtue of this Agreement Records relating to the services provided hereunder shall be subject to the applicable provisions of Florida's Public Records Law (Fla. Stat. Chapter 119).

SECTION 13. DISPUTE RESOLUTION

In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other party. If the parties are unable to resolve the dispute within thirty (30) days of such notice, the parties may proceed to resolve the matter through alternative dispute resolution procedures. The parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the parties, CONTRACTOR shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement provided the CITY continues to make payment of undisputed amounts. CONTRACTOR and its subcontractors shall have no right to suspend any performance of services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 14. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a "Force Majeure Event"). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming party shall use reasonable efforts to notify the other party of the occurrence of a Force Majeure Event within five (5) days of the Event's occurrence.

SECTION 15. PUBLIC RECORDS

A. Pursuant to Fla. Stat. § 119.0701, CONTRACTOR agrees to:

1. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Fla. Stat. Chapter 119 or as otherwise provided by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the

duration of the Agreement, and following completion of this Agreement until the records are transferred to the CITY.

4. 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.

B. In accordance with Florida law, 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.

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

SECTION 16. SOVEREIGN IMMUNITY

The CITY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed as a waiver of immunity or limit of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability which have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorneys' 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 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 17. PUBLIC ENTITY CRIMES

In accordance with Fla. Stat. § 287.133, 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 Section may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 18. **CONFLICT OF INTEREST**

CONTRACTOR warrants that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that 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 Section, the CITY shall have the right to immediately terminate this Agreement without liability and without regard to any notice requirements herein and any other penalties provided by law.

SECTION 19. **SCRUTINIZED COMPANIES**

In accordance with Fla. Stat. § 287.135, 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 or Other Entities that Boycott Israel List during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this Section, including any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 20. **HUMAN TRAFFICKING AFFIDAVIT**

CONTRACTOR hereby certifies that CONTRACTOR does not use “coercion” for “labor” or “services,” as defined in Fla. Stat. § 787.06, and that CONTRACTOR has provided to the CITY an executed Human Trafficking Affidavit, attached hereto as **Exhibit 4** and incorporated herein, in accordance with Fla. Stat. § 787.06.

SECTION 21. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Fla. Stat. § 448.095(5), 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 the 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 Fla. Stat. § 448.095. CONTRACTOR shall retain a copy of the affidavit(s) for the duration of the 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 Fla. Stat. § 448.095. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. CONTRACTOR acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, shall result in immediate termination of the Agreement without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law. In the event the CITY incurs costs as a result of CONTRACTOR’s breach of this Section, any

such costs shall be paid by 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 22. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 23. WAIVER; SEVERABILITY

No waiver of the CITY of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The CITY's failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 24. HEADINGS; JOINT AUTHORSHIP

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

SECTION 25. USE OF CITY MARKS

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 26. 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 27. ASSIGNMENT; BINDING EFFECT

CONTRACTOR shall not assign, delegate, or otherwise transfer, either in whole or in part, any interest, right, or obligation set forth in this Agreement, without the express written approval of the CITY, which consent shall be at the CITY's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 28. **ENTIRE AGREEMENT; AMENDMENT**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any 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. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each party.

[Signatures on follow page]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Date

THE DAVEY TREE EXPERT COMPANY

Signature

Name

Title

STATE OF FLORIDA

COUNTY OF _____

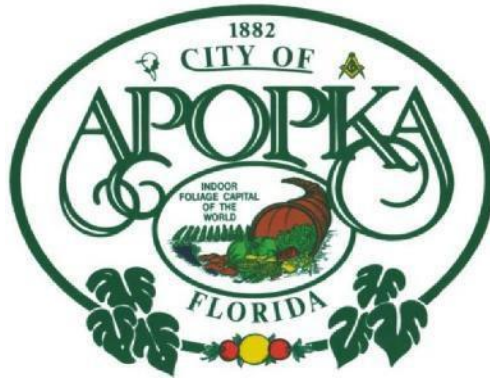
Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind **The Davey Tree Expert Company**, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of Florida

EXHIBIT 1

**City of Apopka ITB 2025-A-225 –
Landscaping and Mowing Services for
Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU)**



undefined

2025-A-225

LANDSCAPING AND MOWING SERVICES FOR RIGHT OF WAY,
PARKS AND FACILITIES, AND MUNICIPAL SERVICE BENEFIT UNITS
(MSBU)

City of Apopka

120 E Main St.

Apopka, FL 32703

RELEASE DATE: July 27, 2025

DEADLINE FOR QUESTIONS: August 12, 2025

RESPONSE DEADLINE: August 21, 2025, 2:00 pm

undefined #2025-A-225

Title: Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU)

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/apopka>

City of Apopka

undefined

Landscaping and Mowing Services for Right of Way, Parks and Facilities,
and Municipal Service Benefit Units (MSBU)

I.	Introduction.....
II.	Instruction to Bidders
III.	Qualifications.....
IV.	Scope of Work/Service Requirements.....
V.	Insurance
VI.	Terms and Conditions
VII.	Pricing Proposal
VIII.	Contractor's Response

Attachments:

A - Right of Way Mowing - ROW

B - Facilities-Parks and Recreation Mowing Area Totals

C - Municipal Service Benefit Units (MSBU) Mowing Totals

D - MowingLayout

1. Introduction

1.1. Summary

The City of Apopka, "**the City**" is soliciting bids from qualified Contractors to furnish all labor, supervision, materials, supplies, and equipment for Landscaping and Mowing Services for Right of Way (ROW), Parks and Facilities, and Municipal Service Benefit Units (MSBU), throughout the City, as specified in this solicitation. This contract shall be awarded to a Primary and alternate Contractor in each of the three (3) service area. **BIDDERS MAY SELECT ONE MOWING AREA IN SECTION 7, PRICE PROPOSAL BUT, ALL OTHER ITEMS IN THE LANDSCAPING AND ADDITIONAL SERVICES SECTION AND TREE PURCHASE SECTION MUST BE BID, IN ORDER TO BE CONSIDERED FOR AWARD.**

1.2. Background

Apopka is the second largest city in Orange County, with a population of 56,727 and area of 35.5 square miles. Apopka has two hometown newspapers: The Apopka Chief and The Planter. From its agricultural roots, the community has emerged as a widely diverse business center, with businesses ranging from laser technology to electronic components for wireless communications. Numerous builders and developers are in the process of developing lots for future commercial and residential use. Yet, in the midst of rapid growth and development, Apopka has remained a good steward of the environment. Just three miles northeast of town is the Wekiva Springs State Park, and six miles to the north is Rock Springs (Kelly Park). These combined parks total approximately 40,000 acres of unspoiled natural surroundings, with over 85 million gallons of clear spring water flowing daily.

The median age of the City's residents is 37.3 years and 27.5% have a bachelor's degree or higher. Median household income is \$66,057, which is higher than that of other Florida cities. It is estimated that only 21% of the population lives and works in Apopka with the majority commuting on average 31.1 minutes to work.

The City operates under a strong Mayor-Council form of government consisting of a five-member City Council. The City Council is responsible for establishing policy, passing ordinances and resolutions, adopting the budget, and appointing committees, among other duties. The Mayor is responsible for overseeing the day-to-day operations of the government. The City Council is elected on a non-partisan basis. City Council members serve four-year staggering terms, with two council members elected every two years. The Mayor is elected to serve a four-year term.

1.3. Contact Information

Suzanne Siu

Purchasing Administrator

150 E. 5th Street

Apopka, FL 32703

Email: ssiu@apopka.net

Phone: [\(407\) 703-1600](tel:(407)703-1600)

Department:

Public Services

1.4. Timeline

Date Issued & Advertised	July 27, 2025
Pre-Bid Meeting (Mandatory)	August 5, 2025, 9:00am City Council Chambers - 120 E. Main Street, Apopka, FL 32703 - THIS IS A MANDATORY MEETING
Inquiry Deadline	August 12, 2025, 11:30pm
E-Bid Submittal Deadline	August 21, 2025, 2:00pm
Bid Opening (Non-Mandatory)	August 21, 2025, 2:15pm Topic: Bid Opening Time: Aug 21, 2025 02:15 PM Eastern Time (US and Canada) Join Zoom Meeting https://us02web.zoom.us/j/88307123938?pwd=wrBREGszVADhCuUa37khRyr5sKb5dR.1 Meeting ID: 883 0712 3938 Passcode: 363378 One tap mobile +13052241968,,88307123938#,,,,*363378# US +13126266799,,88307123938#,,,,*363378# US (Chicago) Join instructions https://us02web.zoom.us/join/88307123938/invitations?signature=goUe8mgbbMH2_tNLJh6zGDdbQclCwldXtyXiyOfvkw
Tentative City Council Approval	September 3, 2025

2. Instruction to Bidders

It is expressly understood that no work/purchase will begin until the City Council has provided approval and a signed Purchase Order is issued to the selected Supplier/Contractor.

This ITB is subject to the "Cone of Silence" imposing certain restrictions on communications concerning the ITB process as described in the specifications of the ITB Package.

2.1. Purpose

To obtain bids in regard to Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU). The selected contractors must be licensed to do business in the State of Florida and perform under the laws of the State of Florida. The City intends to enter into an agreement with the lowest qualified firms with a Primary and Alternate contractor for each of the three service areas. A total of six (6) awards will go to the lowest qualified Contractor meeting all specifications. All contractors must bid all items listed in Section 7 Price Proposal. Failure to bid all items may cause the Contractor to be disqualified for not meeting the requirements of this Solicitation.

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest. Additional Governmental Agencies/Entities may utilize this contract upon suppliers' acceptance.

2.2. Bid Submission

Firms interested in responding may download an Invitation to Bid (ITB) package from the City's e-Procurement Portal, OpenGov <https://procurement.opengov.com/portal/apopka>.

Submittals must be received electronically via the City's e-Procurement Portal, OpenGov, no later than Thursday, August 21, 2025 at 2:00 pm. It is the sole responsibility of the bidder to ensure that his or her bid is submitted in a timely manner. Instructions to address free registration with OpenGov and how to submit an electronic response will be posted within the bid documents.

In accordance with the Americans with Disabilities Act (ADA), persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 120 East Main Street, Apopka FL 32703, Telephone: 407-703-1704, no less than 48 hours prior to the proceeding.

2.3. Inquiries

All questions related to this ITB shall be submitted in writing through the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Tuesday, August 12, 2025 by 11:30 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

Requests for clarifications received after the deadline will not be accepted.

2.4. Addenda

Addenda Notification: Bidders are required to register for an account via the District's e-Procurement Portal hosted by OpenGov. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/apopka>.

2.5. Withdrawal

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Bid Document. Lack of understanding and/or misinterpretation of any portions of this Bid Document shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

2.6. Pre-Bid Meeting

A MANDATORY MEETING IS SCHEDULE FOR THIS SOLICITATION. Submission of a proposal will be construed as evidence that such verification has taken place. If claims arise for additional labor and/or equipment costs required for difficulties encountered during installation, these may not be approved.

Tuesday, August 5, 2025 at 9:00 am

Location: City Council Chambers - 120 E. Main Street, Apopka, FL 32703 - THIS IS A MANDATORY MEETING

The bidder shall examine the Contract Documents and shall satisfactorily investigate as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the Contract. Bidders shall familiarize themselves with all federal and state laws, local ordinances and regulations which may in any manner affect the work or its prosecution. The filing of a Proposal shall be presumptive evidence that the bidder has complied with these requirements.

2.7. Public Opening

When opening sealed bids or the portion of any sealed bid that includes prices received through a competitive solicitation process, the sealed bids shall be opened at a public meeting. The names of each bidder and the price bid will be publicly read into the record on bid opening date listed in the timeline. A zoom link can be found in the timeline.

A tabulation will also be posted in the e-Procurement Portal and forwarded to all those registered as following the solicitation.

2.8. Award

Recommendation of award, or rejection of all submittals if applicable, will be presented to the City Council for approval for the six (6) lowest qualifying Bids, meeting specifications, within one hundred and twenty (120) calendar days from the date of opening of submittals.

3. Qualifications

3.1. Qualification Requirements

The qualification listed below must be met, in order for your submission to be further considered. In order for the City to obtain the best quality of work in a reasonable period of time, the City reserves the right to reject bids from Contractors who are unable to meet the following requirements.

- A. Contractor must have been incorporated, organized, and/or established for a period of at least three (3) years in the business of mowing, landscaping, irrigation, arbor care.
- B. **License requirement:** Pesticide Applicator License and or Certified in the State of Florida by the Department of Business and Professional Regulations (DBPR).
- C. Arborist must be certified and authorized to perform services in the State of Florida.
- D. Contractor must provide recommendations from at least three (3) clients similar to the City.
- E. The City may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the financial capability of the bidder and their proposed sub-contractors. Prior to award of a contract, the City reserves the right to request financial information from the Successful Bidder to assist in further review of that Bidder's qualifications and capabilities and to verify whether the Bidder has adequate financial capacity to meet the requirements of the Invitation to Bid. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.
- F. Contractor must be able to provide evidence of its ability and legal authorization to conduct business in the jurisdiction in which the services are located.

4. Scope of Work/Service Requirements

Although it is not mandatory, it is highly recommended that Primary Contractors consider including subcontracts, to enable them to provide ALL services required under this Bid.

4.1. Overview of Service Requirements for All Areas

Services:

- A. All work under this contract shall be performed under the supervision of a City Representative (**CR**) depending upon the service area.
- B. The Contractor shall coordinate operations with the designated (**CR**). The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
- C. The Contractor shall institute a **QUALITY CONTROL PLAN** for this contract, which shall be submitted with this Bid for approval. The Contractor shall be responsible for and shall verify all quality control actions to the (**CR**) as directed.
- D. Maintenance of Traffic (**M.O.T.**) shall conform to Florida Department of Transportation's (**F.D.O.T.**) most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (**F.H.W.A.**) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399- 0450, Phone (904) 488-9220. A proposed traffic control plan will be submitted to the **CR** for approval, at least two (2) working days prior to start of work. IF THE CONTRACTOR DOES NOT COMPLY WITH **F.H.W.A.**'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (**M.U.T.C.D.**), I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE CITY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES AND WILL REQUIRE PRIOR AUTHORIZATION BY CR. The cost for maintenance of traffic shall be included in the unit price for the services requested.
- E. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
- F. The Contractor shall comply with the most current edition of the **F.D.O.T.** Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (**O.S.H.A.**) and City Standards. The Contractor shall be responsible for obtaining copies of these publications by contacting the **F.D.O.T.** Maps and Publications Department in Tallahassee, **O.S.H.A.** Regional Office in Atlanta, GA.
- G. A mandatory Pre-work Conference will be conducted by the (**CR**) to ensure understanding and cooperation of all parties.
- H. The (**CR**) shall be entitled, at all times to be advised, upon request, of the status and details of work being completed by the Contractor in the format required by the City. The Contractor shall maintain

coordination with the **(CR)** at all times in the course of performing this contract. To effectively communicate with City staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.

- I. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the **(CR)**.
 1. The use of sub-Contractors is acceptable and may be necessary to ensure the Awarded Contractors can perform all services required under this contract but does not relieve the Contractor from any other contract requirements. Any non-compliance to contract requirements by sub-contractors will be considered non-compliance by the Awarded Contractor.
 2. Both the City and the Contractor may request and be granted a meeting upon request in a timely manner. The Contractor shall inform the **(CR)** daily as to the locations to be worked and the areas completed the previous day.
- J. The Contractor must provide everything necessary at the Contractor's expense, including, but not limited to all labor, training, materials, tools, equipment, transportation, hauling, dumping, fertilizers, pesticides, chemicals, supplies, mulch, and other items needed to perform high-quality grounds/landscape maintenance pursuant to the terms defined herein.
- K. The Contractor must provide and perform all of the service requirements listed hereunder by the times required at the Contractor's expense unless explicitly stated that the work is optional or extra.
- L. The Contractor must provide all grounds/landscape maintenance at the listed work sites, including but not limited to pruning, trimming, shaping and training of shrubs, and ground cover plants; removing and controlling weeds; controlling plant diseases and pests; mowing turf, edging turf and ground cover; irrigating plant material; maintaining and repairing irrigation systems; removing trash and debris; and other services required to maintain the work sites in a safe, attractive and useable condition.
- M. The Contractor must maintain all plant material in a healthy condition & appearance using the best industry and horticultural accepted standards for growth, color, and appearance as determined by CR.
- N. For routine work, the Contractor shall notify all residents within the work area of when the work will take place and explain the level of inconvenience involved. This notification shall be by message boards on all subdivision entrances and roadways and approved door hangers to be placed on each house and any vehicles parked on the roadways. The installation of message boards (and associated labor,

maintenance, etc.) shall be the responsibility of the Contractor and shall be utilized on all subdivision entrances and roadways as determined by the CR.

- O. Door hangers shall be in place five (5) days prior to commencement of any work in any assigned areas. Message boards shall be in place five (5) days prior to commencement of work in any of the assigned areas. Notification to residents shall include City of Apopka Government Information Number. Copy of door hanger notification per project shall be faxed to the CR. The cost of message boards, door hangers, labor, materials, and associated incidentals shall be included in the unit prices for services provided under this contract. Failure to provide adequate notification may result in termination of this contract.
 - 1. The contractor will be required to notify CR in writing of placement of Message Boards (Specified Locations) and door hanger notifications.
- P. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and City property at the discretion of the CR. If the Contractor is required to cease operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 PM (noon), the City will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the CR will determine and authorize the extension. The City will verify alleged conditions in the area prior to authorization. Once approved, the City will modify the completion date, accordingly, for the project and will notify the Contractor.
- Q. The City will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where City surplus property is available, the Contractor may, after obtaining written permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better than condition within the time period specified on the delivery order. Agreements for utilizing areas for staging shall be in writing and submitted to the City prior to starting operations.
 - 1. Should the right-of-way be requested for use as staging or storage area, an agreement shall be submitted in writing to the City for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions. No stockpiling of material near roadway curbs, intersections or over sidewalks shall be allowed.
 - 2. Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the City.
- R. The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on City property is in good safe working order and properly maintained in order to protect the operator

and the public. All equipment onsite (including pick-up trucks) shall be identified with the company logo.

1. All equipment used by the Contractor is subject to inspection by the CR. Any equipment on site, which is deemed by the CR to be inoperable, unsafe, or improper for desired use, must be removed from the premises by the Contractor at the Contractor's expense the same day of the City's determination.
 2. The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and Contractor employees must be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the City.
 3. Equipment authorized by the City to be left on the right-of-way or City property after designated work hours shall be placed outside the clear and recovery area and will be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.
- S. The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
- T. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.
- U. The Contractor shall be responsible for and make good of all damage resulting from their activities, both within and beyond the limits of this contract, including, but not limited to, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of damage to utilities resulting from Contractor's activities.
1. When tree services require working within 10' of an energized power line, the Contractor must coordinate activities with the local utility company providing the electric service.
- V. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

W. Emergency Work

1. Emergency work, as determined by the **(CR)** and shall take place at any time Sunday through Saturday, seven (7) days a week), twenty-four (24) hours a day to include City holidays. The **(CR)** shall identify and authorize an emergency. In the event of an emergency, as declared by the **(CR)**, the Contractor representative when requested shall be working on site within one (1) hour of notification, prepared upon arrival to perform work (such as removal of tree from an active roadway among others) and have all required equipment and personnel on site within two (2) hours after receiving the initial notification from the City for an emergency call out. The Contractor shall coordinate and work closely with the **(CR)**, maintaining open communication until the project is complete. Upon agreement of the scope of services, a written estimate shall be signed and dated by both parties on site. The Contractor's Representative or **(CR)** shall immediately forward the signed document to the appropriate Contract Administrator for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project.
2. Emergency services will be charged the rates indicated on the price proposal in Section 7, in addition to the Emergency Mobilization Response Fee
3. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the emergency. The required equipment and personnel shall be on site within one (1) hour after the Contractor's Representative has evaluated the emergency and determined what is required. All staging and storage areas shall be agreed to and shall be acceptable to the **(CR)** prior to utilization.
4. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
5. There will be no stumps remaining and the stump grinding scope of services will be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a twelve (12) inch depth the Contractor will cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the **(CR)** before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed; the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area will be cleaned to original or better condition before leaving site. All work associated with an emergency request (including stump grinding, clean up, etc.) shall be completed no later than two (2) business days after authorization from the **(CR)** to start emergency operations, unless otherwise authorized in writing by the CR. The Contractor shall not leave the area of an emergency project until the threat to the public and/or private property has been eliminated, and the area secured.
6. A line item is included in the bid item schedule for an Emergency Mobilization Response Fee. This fee shall be applied one time to each emergency response as identified by the **(CR)** and shall

- include labor, equipment, materials, manpower, mobilization, demobilization and all incidentals required to perform the emergency work. The Emergency Mobilization Response fee shall not be applied to any response for the purpose of an Arborist report.
7. The Contractor shall consult with the **(CR)** prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur one (1) day prior to the day of the scheduled variance and must be agreed to by the **(CR)**. Notification of estimated cost variance shall be immediately discussed with the **(CR)** for resolution.
 8. All verbal orders issued by the **(CR)** shall be followed by a written delivery order within seven (7) days after notification. Change orders shall be processed accordingly if warranted.
 9. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the scope of services.
 10. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on City property in a professional and business-like manner and must wear uniforms identifying the company name.
 11. The Contractor shall designate a competent representative who shall not be replaced without written notice to the **(CR)** at least twenty- four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will be followed up in writing no later than the next business day.

4.2. Contractor Responsibility for All Areas

Contractor shall provide the following:

- A. Weekly reports required that contain the following: areas maintained that week (three pictures required for each area mowed to be submitted to the city), any issues or areas of concern and areas to be maintained the following week.
- B. Monthly reports that include the following: Invoices, amount of litter/trash picked up by area and dates of areas maintained for the month.
- C. Work order reports with photo evidence.
- D. Monthly irrigation inspection reports (with photos) highlighting accomplishments and deficiencies.

- E. Landscaping and tree installations as listed in Section 7, Price Proposal, must include all materials and labor.
- F. Provide for business locations within the City of Apopka for sod and material pick up.
- G. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- H. Provide a project manager that has available communication devices with internet access to ensure proper communication and documentation during operations.
- I. Provide staff with experience and the ability to complete project tasks as specified herein or as directed.
- J. Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- K. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
- L. Perform a site visit to ascertain site conditions, verify and confirm project limits, and measurement quantities.
- M. Provide all-inclusive quotes (labor, equipment, materials, and any incidental costs) to provide 100% turnkey projects.
- N. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- O. Be responsible for damages caused as the result of completing projects.
- P. Contractor shall be responsible for the proper disposal of project spoils.
- Q. Materials and waste shall be disposed in accordance with all applicable laws, ordinances, code, and regulations.
- R. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by City, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon the City to make an investigation either before or after award of the Agreement, but should the City elect to do so, Contractor is not relieved from fulfilling all Agreement requirements.
- S. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction.

- T. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site.
1. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor.
 2. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

4.3. Sod Services for All Areas

Contractor shall provide for service facilities located within the City to be considered for award. Services shall include sod materials available for pickup from Contractor's location, delivery, installation, rolling, tamping, stapling, pinning, and watering. Services shall include maintenance of traffic (MOT), equipment, tools, materials, labor, disposal of project spoils, and any incidental costs necessary to complete the tasks. This is an indefinite quantity contract with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

A. Sod Specifications

1. Sod and related materials shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction.
 - a. Section 570 Performance Turf, 2024 or latest edition.
 - b. Section 981 Turf Materials, 2024 or latest edition.
 - c. Section 983 Water for Grassing, 2024 or latest edition.
2. Shall be in commercial size rectangles of twelve inches by twenty-four inches (12" x 24") or larger.
3. Shall be a minimum of one and a quarter inch (1 ¼") thickness including a three-quarter inch (¾") thick layer of soil base adhering firmly to the roots to withstand all necessary handling.
4. Pallets shall be four hundred square feet (400 SF).
5. Rolls of sod shall be two hundred and fifty square feet (250).
6. Orders determined to be short shall be supplemented at no additional cost.
7. Shall be fresh cut and shall not be cut more than forty-eight (48) hours prior to installation.
8. A letter of certification from the contractor as to the type of sod and when the sod was cut shall be provided to the CR upon request.
9. Shall be live (not dormant), fresh and uninjured at the time of delivery, installation, or pick up.

10. Shall be free of noxious and invasive weeds, diseases, and insects.
11. Roots shall be healthy and well matted.
12. Sod that is falling apart, in pieces or less than specified shall be rejected at the discretion of the City of Apopka staff.

B. Sod Installation

1. Shall be installed with the length of the sod parallel to the roadway and edges shall be staggered at a minimum of six inches (6").
2. Shall ensure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids.
3. Shall be rolled or tamped to provide firm contact between the roots and soil and shall be inclusive of the cost provided on the price sheet.
 - a. On slopes of three to one or greater (3:1 or > 3:1), or wherever erosion may be an issue, sod shall be laid with staggered joints and secured with sod staples.
4. The requirement of sod staples shall be noted on the quote.
 - a. Sod staples and pinning service shall be an additional cost and priced per square foot (SF) to include all equipment, labor, and materials.
5. Substandard material shall be removed and replaced at the contractor's expense.
6. Sod staple and pinning services shall be requested as needed.
7. Staples shall be made to the following specifications:
 - a. Twelve (12) gauge. 8
 - b. Eight (8) inch long by one (1) inch wide.
 - c. Made of non-galvanized metal.
8. Pricing shall include materials and installation per square foot (SF).
9. Rolled sod on playing surfaces shall have a smooth transition from existing turf to new. With no gaps or overlapping of turf.

C. Watering Services

1. Watering services shall be provided as an additional service for sod or grass seeds that has been installed either by the City or Contractor.
2. Contractor shall maintain the service as directed by CR or until the sod and/or seed is fully established.
3. Watering services shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which is harmful to plant growth.

4. Water shall be irrigated evenly to ensure and maintain peak moisture for grass root establishment under each application.
5. Contractor shall provide a price per square foot/ per occurrence to include all associated fees, labor, equipment, and materials

D. Warranty

1. Sod shall be warranted to be free of noxious and invasive weeds, disease, and insects.
2. If pests, plants, and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the areas of sod that have been impacted.
3. The process for treating these areas shall be approved by **CR**.
4. If the sod does not meet any of the above specifications, the Contractor shall be responsible to replace it at no additional expense to the City.

4.4. Mowing Services Requirements for Right of Way and MSBU Only

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below. See Attachment A and C for total required mowing area and frequency:

A. Mowing Services:

1. Will be annually, and all areas if ROW shall be mowed a total of 30 to 34 cycles for the year based on the location, weather conditions, and at the discretion of the City. The Stormwater ponds and Utility Facilities shall be mowed 26 to 30 cycles for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The selected Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted.
 - a. **JanuaryFebruaryMarchAprilMayJuneJulyAugustSeptemberOctoberNovemberDecember**
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2. Contractor shall provide maintenance of traffic in accordance with the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices. During mowing operations traffic shall be maintained in accordance with all federal, state and local rules and regulations. The Contractor will be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
3. Mowing is defined as cutting of grass/vegetation, edging of grass/vegetation, litter pick-up and clean-up of cut grass/vegetation from right-of-way line to right-of-way line. Grass shall be cut to

- a maximum of 3". Weed eating will be done around all fences, guardrails, signs, sidewalks, concrete headwalls, curbing traffic separators and any & all other vertical apparatuses in the right-of-way. The Contractor shall also keep all fences free of plants and weeds. Sidewalks and medians shall be edged mechanically with each operation; additionally, plants and weeds shall be removed and cleaned off the sidewalks and medians after the mowing operation (no chemical treatment for hard edging). All trash will be picked up and properly disposed of before the regular mowing cycle maintenance is completed. All Work shall be completed within the timeframe cycle as specified herein. Hours of operation will be from sunrise to sunset based on City Ordinances, Monday through Friday, EXCEPT holidays as identified by the City.
4. While it is recognized that some of the actual right of way areas may be mowed by the adjacent property owner, the area is the responsibility of awarded Contractor and shall still require mowing, weed eating, and/or clean up.
 5. All debris, construction scrap, landscape or tree trimming, created by the Contractor shall be disposed of in accordance with local laws and regulations. The use of public roads and streets shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or materials spilled from trucks shall be removed by the Contractor and the street cleaned to the satisfaction of the Owner. Contractor shall be responsible for any and all damage to existing facilities whether caused by themselves or their subcontractor. It is highly recommended that Contractor notifies all subcontractors of this liability in an effort to prevent or minimize damage.

B. Monitoring

1. All mowing, trimming edging, and care will be monitored by the Parks Administrator, Operations & Maintenance Manager or his designee and the Contractor will notify the City via email within 24 hours of completion of each cycle for inspection. Failure to notify the City within this time period will require the Contractor to make an additional cycle at no charge to the City.
2. The City reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by the City for the purpose of ensuring Contractor's performance under the Agreement.
3. Such inspections performed by the City, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement.
4. The City reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.
5. Reporting Schedule Contractor shall provide a quarterly schedule identifying cycles and dates for each location of service (subject to weather conditions), and a monthly progress report identifying the number of cycles for each location. Monthly reports are due no later than the tenth of the following month.
 - a. The contractor is required to provide weekly schedules, a week before, on which areas going to be mowed.

A. **C. Mowing Expectations**

1. **Mowing:**

- a. All turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
- b. Mower blades will be sharp at all times to provide a quality cut.
- c. It is not necessary to remove grass clippings as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, contractor will collect clippings until the disease is controlled.

2. **Edging:** All properties shall be edged with power edger to control encroachment of grass on sidewalks (of any surface), curbing, tree rings, roadways, and parking lots. Edging shall coincide with each mowing service. Edging shall not be considered complete until all undesirable material has been removed from over the above-mentioned areas. Failure to do so will result in non-payment for entire area. Handheld or walk behind edgers will be the only method approved for edging.

3. **Herbicide:** Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. The chemical type will require approval by the City's Contract Coordinator. The Rate of Herbicide that is applied is to comply with the manufacturer's label. Herbicide shall not be used as a replacement for weed-eating, edging or in areas susceptible to erosion.

4. **Weed Trimming:** All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, fencing, steep shoulders, etc. shall be weed trimmed. All amenities such as kiosks, benches, trees etc. shall be weed trimmed unless approved by City Contract Coordinator. Herbicide controls may be used for fence lines.

5. **Litter Removal:**

- a. All litter and debris are to be removed during each mowing cycle. Litter and debris removal includes the pickup, removal and disposal of any item not permitted such as but not limited to; cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price bid for mowing. The following shall be "power blown" at the conclusion of each mowing cycle: sidewalks, surfaces, parking lots and building entrance ways.
- b. Trash bag report must be provided with every invoice stating the number of trash bags that were used.

6. Cuttings and Trimmings:

- a. It shall be the responsibility of the Contractor to remove or disperse any vegetative clippings from hard surfaces following mowing. Under no circumstance are drainage structures to be used as disposal sites.
- b. Clippings will be swept, blown, or vacuumed from sidewalks, patios, curbs, and roadways immediately after mowing or edging. They will not be blown into storm drains. Blowers shall not be used in parking lots. Any damage to vehicles, including damage from vegetative debris and grass clippings, is the responsibility of the contractor.
- c. Mowing must be directed away from water bodies and impervious surfaces. Turfgrass clippings are a source of slow-release nitrogen. Leaving the clippings, rather than removing and bagging them, reduces both fertilization needs and the amount of plant material that must be disposed. Note: no plant material is allowed in Florida landfills. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be raked into the turf or immediately collected and removed by the contractor.

4.5. Mowing Service Requirements for Facilities, and Parks and Recreation Only

A. Mowing Services

1. Will be annually, and all buildings with St Augustine grass shall be mowed a total of 40 cycles for the year based on the location, weather conditions, and at the discretion of the City. The facilities with Bahai grass shall be mowed 30 cycles for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The selected Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted. See Attachment B for total mowing area and frequency.
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B. Mowing Expectations

1. Mowing:

- a. In addition to meeting the mowing specification in section 3.4, Contractor must also meet the requirements listed below:
 - i. All Bahia turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
 - ii. All St Augustine turf shall be cut to a uniform height of no less than four inches (4").

4.6. Landscape Bed Maintenance Service Requirements for All Areas

Landscape Bed Maintenance constitutes professionally maintaining all landscape areas within designated City properties. Plant maintenance shall include, but not be limited to shearing, pruning, mulching, weeding, fertilizing, chemical applications of insecticides / fungus, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of deceased/dying plant material, the Contractor shall obtain City authorization.

The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the City's Contract Coordinator within twenty-four **(24)** hours of the completion of each cycle.

A. Method of Operations:

1. All mulched areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. Removal of dead shrubs and groundcover shall be included under routine Landscape Bed Maintenance. The Contractor shall notify and obtain approval by the City's designated Contract Coordinator prior to removing dead material.
2. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental pruning to keep pedestrian clearance at no less than 6" inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections shall occur on all shrubs according to local Engineering and I.S.A standards.

A. Pruning:

1. Pruning of shrubs and other specimen plants will not be permitted without pre- approval and consent of the CR.
2. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All shrub pruning should level and develop a healthy branching structure. If a plant species blooms year round, then pruning shall be performed in the spring after the first flush of blooms.
3. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the CR.
4. Pruning shall include but not be limited to removal of vegetation, which is dead, damaged or diseased. Removal of dead or faded flowers shall be performed on an as needed basis.
5. Large shrubs (Hollies, Junipers, are to be kept A symmetrical and water sprout free. Side shoots and branches may be "headed back" but are to be left on and encouraged on any tree that

still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.

6. The contractor is required to remove all pruned materials and debris from the site after each service.
7. Plant growth regulators can be applied only if approved by the CR.
8. Contractor will be required to follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

C. Quality:

1. Shrubs, groundcovers, sod, and materials damaged by the Contractor or neglected diseased plants left untreated shall be replaced or reworked by the Contractor at his/her expense.
2. Replacement plants shall conform to the species/variety, grade, standard, and size to match existing plants.
3. Replacement material, which is smaller or otherwise different from the original plants, must have prior City approval.
4. All replacement material must have prior City approval. Contractor shall not be responsible for acts of God such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services.

D. Quantity and Frequency:

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E. Pest Control/Weeding:

1. All areas within landscape beds must be mulched and maintained weed free. Ornamental beds, hedge areas, and tree basins will be kept weed free by such mechanical means as hoeing or hand pulling, and/or by herbicide applications. Where chemical weed control is thought to be necessary, contractors are encouraged to use the least toxic, target-specific materials and methods.
2. Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
3. Weeds and grass in beds or mulched areas will be removed by hand or selectively by chemical, provided that chemicals will not result in damage to plants or leave an unsightly appearance.

4. Weeds along and in the pavement edge of curb lines of hardscaped medians/walkways containing landscape materials shall be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas.
5. The cost of work and materials for pest control/weeding shall be included in the unit price bid for Landscape Bed Maintenance.
6. Machine edge all beds and power blow any clippings from impervious areas. **IPM** is the coordinated use of pest and environmental information and available pest control methods to prevent unacceptable levels of damage by the most economical means with the least possible hazard to people, property and the environment. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
7. **All bags and debris are to be removed that day of service, no exceptions.**

F. Application of Insecticide and Fungicides:

1. Planting beds attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, or trees deemed to be infested by the CR per consultant recommendations.
2. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County and City, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Bed Maintenance.
3. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

G. Fertilization:

1. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Shrubs, and ground covers shall be fertilized with a slow-release fertilizer at the rate of no more than one pound of nitrogen per 1,000 square feet of planting area. The fertilizer shall contain both nitrogen and potassium, in slow-release form. A soil test should be used to determine if magnesium (Mg), and minor

- elements such as iron and manganese are needed. If the soil test indicates that these elements are needed, fertilizer should contain 3% - 5% magnesium (Mg) and 1%- 2% of iron and manganese.
2. Fertilizer type depends on soil conditions. Nutritional deficiencies may develop due to soil conditions, such as alkaline pH or compacted soils, or damaged and diseased root systems. Deficiencies of specific nutrients shall be treated with applications of the needed nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected.
 3. Fertilizer shall be broadcast around plants uniformly but will never directly contact stems and trunks.
 4. Fertilization scheduling shall not exceed the recommendations from the UF/IFAS Extension Service and should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months.
 5. Application
 - a. Two applications of fertilizer to all City property landscape beds shall be applied in the spring/ fall. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Bed Maintenance.

H. Herbicide:

1. Herbicide constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the City's Contract Coordinator.
2. The Contractor shall keep all planted areas free of weeds. Weeds in the landscape (shrubs and ornamentals) shall be controlled by mechanical removal and /or with pre-emergent and post-emergent herbicides.
3. Herbicides shall not be applied when there is a danger of winds that could cause spray drift and damage to surrounding landscape areas.
4. A non-selective post-emergent herbicides will need City approval prior to use and must conformance with the manufacturer's instructions. The application of pre-emergent herbicide should be considered and incorporated into the schedule. Selective herbicides shall be approved by the City's Contract Coordinator. The cost of all work and materials for herbicide shall be in the unit price bid for Landscape Bed Maintenance.
5. Note: Herbicides shall not be used as a substitute for planter bed edging.
6. Quantity and Frequency of Herbicide Treatment

- a. The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.

7. Limitation of Operations

- a. Herbicide treatment will be on an as-needed basis during the cycles for Landscape Bed Maintenance. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at his/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.

8. Quality

- a. If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the City. Overspray of herbicide resulting in plant or turf mortality will result in replacement at no additional expense to the City.
- b. All above work is to be included with the unit landscape bed Cost.

I. **Mulching:**

1. Mulching constitutes providing and placing Mini-Pine Bark Nuggets mulch and Pine Straw mulch in designated areas.
2. Quantity and Frequency of Mulching
 - a. Mini-Pine Bark Nugget and Pine Straw mulch (as determined by site through CR shall be installed as directed in all designated Landscaped Beds in a settled manner to a depth of three (3") inches. All bed line edges will be trenched to help contain the applied mulch. One application of mulch to all landscape beds shall be applied in the spring. The cost of all work and materials for mulch for a single three (3") inch level application for all the beds and trees rings shall be in the unit price for mulch for the entire property.
3. Method of Operations
 - a. Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.
4. Quality
 - a. Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards.

J. **Turf Maintenance (St Augustine/Zoysia):**

1. Application of Insecticides and Fungicides

- a. Turf attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any turf deemed to be infested by the CR per consultant recommendations.
- b. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.O.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Turf Maintenance.
- c. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Parks Administrator or Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

2. Fertilization

- a. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Turf shall not be fertilized when heavy rain is expected. A "Ring of Responsibility" will be left around or along water bodies. The Ring of Responsibility shall extend at least 10 feet from the edge of the water. Fertilizers must contain slow-release nitrogen and will be applied at the rate of no more than one pound of nitrogen per 1,000 square feet. This is calculated by dividing the percentage of nitrogen into one hundred. (Example: If the ratio 15-0- 15 is used, then 6.6 pounds of the fertilizer will be spread over 1,000 square feet of lawn area).
- b. Formula: The formula to be used on all the turf shall be **15-0-15 with micronutrients**, or any other comparable fertilizer approved by the CR.
- c. Rate: This fertilizer shall be applied in turf areas **annually in the spring at the rate of 6.6 pounds per 1000 square feet**
- d. Application: Two applications of granular fertilizer to all city property landscape and turf shall be applied in the spring/ fall. A liquid iron treatment with miners shall be done to

all St Augustine and Zoysia turf as needed. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Turf Maintenance.

- e. All above work is to be included the unit landscape Cost.

3. Herbicide Turf Treatment for St Augustine and Zoysia Grass

- a. Contractor is responsible for all post and pre-emergent chemical applications. Post emergent applications shall be done monthly and pre-emergent applications shall be done once in spring and once in the fall to all St Augustine and Zoysia turf using approved herbicides.

K. **Quality and Frequency of Maintenance:**

- 1. JanuaryFebruaryMarchAprilMayJuneJulyAugustSeptemberOctoberNovemberDecember112
144444321

*City reserves the right at any time to adjust frequency

L. **Litter/Debris Removal:**

- 1. **Litter Removal:** All litter and debris are to be removed during each trash maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any item such as cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. (Contractor is to provide own City approved Liners for trash cans
- 2. **Pavement/Walkway Debris Removal**
 - a. All debris is to be power blown/vacuumed/swept removed during each maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as leaves, sticks, branches, cigarette butts, wood, landscape debris, etc., which will result in an objectionable appearance
 - b. All pavement areas shall be blown during each service Mondays and Fridays. If landscape maintenance occurs on a Monday or Friday.
 - c. Litter/Debris Maintenance Service shall not be additionally charged. This includes parking lots, building entrances, and court yards.
- 3. **Frequency of Trash Maintenance**
 - a. **TRASH Cycles** at 104 cycles per year. Mondays and Fridays for all 52 weeks.

M. **Tree and Shrub Maintenance:**

- 1. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to

- encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental tree pruning to keep the facility trees and shrubs for clearance shall be done according to International Society of Arboriculture (I.S.A.) Standards.
2. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections will occur on all trees and shrubs according to the I.S.A. standards.
 3. All trimming cost shall be built with the turf maintenance unit cost.
 4. All incidental tree pruning to keep pedestrian clearance at no less than ten feet (10') above pavement and no less than six (6") inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards.
 5. Pruning for site distance at intersections will occur on all trees and shrubs according to local Engineering and I.S.A. standards. Hedges shall be maintained set a specific height as to locations All Palms shall be pruned once a year removal of old boots and dead fronds. No trimming of green fronds above nine (9) and three (3).
 6. All Crape myrtles shall only be pruned with hand pruners on branch diameters of one (1") inch or less during the dormant winter period.
 7. Contractor will be required to remove and dispose of all vegetation including but not limited to vines, seedlings, weeds and sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all trees, shrubs.
 8. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the City's expense.

4.7. Irrigation Service Requirements for All Areas

- A. The contractor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers, valves, electrical, and sprinkler heads/ rotors of the irrigation system up to six (6") inches in diameter as required to keep the system operating.
- B. The irrigation shall be capable of providing one- and one-half inches (1 ½") of water to all turf and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The contractor shall be required to make all repairs within a minimum twenty-four (24) hour period or sooner as requested by the City's Contract Coordinator. Some case immediate response for shutting down breaks or stuck valves we be required. Any form of damage to the irrigation system must be reported to the CR immediately upon discovery.
- C. Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the contractor. If

plant material dies due to the lack of water the contractor shall be responsible for replacement at no cost to the City.

- D. A written irrigation inspection schedule shall be provided by the contractor to the CR. The contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over- watering or insufficient watering.
- E. The contractor shall submit a written quote for any new irrigation installs and designs to CR.

4.8. Tree Service Requirements for All Areas

- A. **Technical Provisions:** Tree trimming and related services includes, but is not limited to labor, materials and equipment necessary to provide tree trimming, tree removal, stump grinding/removal, root grinding, Arborist evaluation/recommendations and clean up as well as technical assistance and the ability to respond to emergencies as determined by the City including storm related/adverse weather condition emergencies.
 - 1. The tree trimming height over sidewalks shall be a minimum of ten (10) feet and over the roadways a minimum of fourteen (16) feet. The Contractor shall specify the height on the written estimate to be approved by the CR. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the CR.
 - 2. The Contractor shall perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area.
 - 3. For any tree coming from private property with limbs encroaching over the right-of way, the CR will provide specific instructions as to how to handle the trimming. However, all work must be performed within the limits of the right-of-way, not inside private property. If any service is anticipated to take place on adjoining private property, the Contractor is required to have prior authorization from the CR through a "Right of Entry" form, and contact the property owner prior to enter the property. The CR will complete, sign, and obtain the signature of the property owner on the "Right of Entry" form. This completed form must also be submitted with Invoice and other pertinent backup. If, when preparing to cut or trim trees in the right-of-way, a citizen protests, objects or attempts to halt the work, the Contractor shall immediately stop work and notify the CR.
 - 4. The Contractor shall make every effort to contact, in a timely manner, the CR should they receive a citizen complaint of a potentially unsafe situation as it pertains to trees in the right-of-way, (i.e. rotted tree, fallen tree, etc.). The Contractor shall document the time and place of the complaint, and the time the CR was contacted with the information and document the phone call on the daily report to be submitted the following day.
 - 5. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the CR.

6. The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and/or on private property adjacent to the work area. If there is possibility of damages to turf due to site conditions or constraints it shall be the Contractor's responsibility to advise the CR in writing prior to starting operations on any given project.\
7. The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless otherwise directed by the CR.
8. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. This requirement includes the work-site clean-up which shall be left equal to or cleaner than pre-work conditions.
9. All wood, chips, and other debris shall become the property of the Contractor and be disposed of at no expense to the City and in accordance with all local laws and ordinances.
10. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal of a tree. Any tree damage caused by the Contractor shall be repaired to the satisfaction of the CR, at no cost to the City.
11. The Contractor shall comply with the most current revision of the American National Standards Institute (ANSI) Z133.1 - 2006 Safety Requirements for Arboricultural Operations.
12. The Contractor shall conform to the latest version of the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1 - Pruning. Pruning procedure or type shall be specified, along with objectives of pruning to be performed.

B. Routine Work

1. Tree work shall take place between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. The CR shall contact the Contractor requesting a site meeting for new proposed projects. Within two (2) business days of notification, the Contractor and the CR shall conduct a joint inspection of the proposed work area(s) and discuss the scope of the work to be accomplished. The Contractor within two (2) business days after the meeting shall submit detailed written estimate(s) of work to be performed to include an estimated performance period for the work to be accomplished.
2. Tree Removals/Stump Removals/Tree Root Grindings: The contractor shall have ten (10) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
3. Tree Elevations/Tree Pruning: The contractor shall have fifteen (15) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
4. Upon agreement of the scope and scheduled start/finish dates for the project(s), the written estimate(s) (Attachment A) shall be signed, dated by both parties. The Contractor's Representative shall immediately forward the signed document to the Roads & Drainage main office for the

- issuance of the delivery order(s). The Contractor shall complete all work (including stump grinding, clean up, etc.) within allotted time frame, unless otherwise authorized in writing by the CR.
5. Contractor will be required to make themselves available for field meetings with CR and HOA Representatives as needed to discuss and agree on how tree elevations will be performed as it relates to aesthetic and symmetrical appearance of the trees. Contractor is required to submit all Maintenance of Traffic (M.O.T.) plans to CR for approval prior to commencement of work.
 6. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the work. The City does not provide staging and/or storage areas. The Contractor must acquire written approval to utilize any area for staging and/or storage from the property owner and submit that with a written request for utilization to the City for final approval. All areas disturbed shall be restored to original or better than conditions as part of the project within the allotted time frame on the delivery order.
 7. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
 8. There shall be no stumps remaining and the stump grinding scope of services shall be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a 12-inch depth the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the CR before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site within the time period specified on the delivery order.
 9. No routine work shall begin without a delivery order in hand. The signed work request does not constitute authorization to commence work, until a delivery order is issued. On occasion, due to a delay in the processing of the delivery order, it may be necessary to begin the work; the Roads & Drainage main office, with approval by senior management and the Procurement Division, shall provide written authorization to the Contractor to proceed with the work without the required delivery order.

C. **Hazardous Trees:**

1. Reporting:
2. Any person engaged in trimming or pruning that becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, shall report such tree(s) to the CR. Such trees shall include those that are over mature, diseased, or showing signs of decay. This reporting is considered part of the scope of services for this contract. Additional compensation will not be provided to the Contractor.

3. **Diagnosis:**

- a. Any hazardous trees reported to the City as such shall be inspected by the CR. At the time, a decision shall be made whether to remove the trees or to request an Arborist Report for further evaluation.
- b. The City will request detailed Arborist's reports as needed. The Contractor shall provide details on condition, findings, recommendations, etc. for specified trees as requested by the CR. The Arborist Report shall be submitted within two (2) business days after a request has been made. The cost for this report shall be inclusive of all labor, materials and incidentals needed for field evaluation of trees.

D. Tree Trimming:

1. The Contractor shall only trim or remove trees within the City right-of way unless otherwise directed by the CR. The right-of- way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the Contractor shall request instruction from the City as to the right-of- way limits.
2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. Remaining stubs must be less than 1" upon completion of the project. The Contractor shall remove and maintain live branches to maintain the natural shape and appearance of the trees and they shall maintain a collar on lateral branches. The Contractor shall not flush-cut larger branches.
3. Mutilation and loss of characteristic shape of the tree shall be prohibited. The Contractor shall perform selective removal of complete limb(s) rather than excessive clipping with pruners, (i.e. hedge trimming effect shall be avoided). Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.
4. Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.
5. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of fourteen (14) feet above the travel portion of the street at the curb line and ten (10) feet above the sidewalk. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.
6. All tree pruning shall be regulated by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management -Standard Practices, Part 1- Pruning.
7. The following standards shall be applied to all tree trimming:
 - a. The trees shall be pruned by removal of all dead, diseased, broken and crossing branches.

- b. Live branches shall be removed to maintain the natural shape and appearance of the trees. Mutilation and loss of characteristic shape of the trees shall be prohibited.
- c. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners (i.e., a "hedge trimming" effect shall be avoided).
- d. The final saw or pruner cuts shall be made just outside the branch collar on the parent limbs or trunk of the tree.
- e. Limbs shall be precut, using a three-cut technique to prevent splitting or stripping of bark. Ropes shall be used for lowering cut branches where necessary to prevent damage to trees, conductors, fences, cars and other property.
- f. No "hangers" shall be left in the trees after pruning is completed. All old stubs shall be removed.
- g. While maintaining a healthy tree crown, the lower branches of the tree shall be raised to a minimum height of fourteen (14) feet above the traveled portion of the street at the curb line and to a minimum height of ten (10) feet above the sidewalk and lawn extension areas. Symmetry of trees in the right-of- way shall be maintained at all times, unless otherwise authorized by the CR.
- h. Tools used to prune diseased trees or trees suspected of disease shall be disinfected before being used on another tree.
- i. Any modifications from the above section shall be agreed to in advance in writing by the CR.
- j. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR.
- k. All costs associated with tree trimming operations including clean up and disposal shall be included in the unit cost for the services.

E. Tree Removal:

- 1. Trees shall be removed by use of tree-shears, brush hogs, shredders, hydroaxes, chain saws or other suitable equipment. Trees shall be cut as close to the ground as possible with exceptions for rough topography, fence lines or other obvious places where such cutting height is not possible.
- 2. Under no conditions shall any accumulation of brush, limbs, logs or other debris be allowed in such a manner as to result in a hazard to motorists or pedestrians or to remain on location longer than the time work is performed on the site. Debris in the roadway surface, resulting from the work, shall be removed immediately to avoid possible hazardous conditions. The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of any work. Sidewalks, curbs, gutters and pavement areas shall be left in a "broom cleaned" condition upon completion or work.

3. For fallen trees with exposed root balls, the root balls shall be cut free from the soil and removed, roots shall be cut flush with grade, the area shall be raked smooth and surrounding finished areas (sidewalks, curbs, gutters and streets) swept and cleaned of all vegetation and debris.
4. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with tree removal operations including clean up and disposal shall be included in the unit cost for the services.

F. Stump Grinding/Removal:

1. Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the CR. Any request for an exception must be made before removal of the tree. The Contractor shall grind all stumps twelve (12) inches below the soil surface. Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor. The stump hole shall be filled, tamped and mounded at three (3) inches high to allow for decomposition of root mass. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the Contractor before leaving the site.
2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with stump removal operations including clean up and disposal shall be included in the unit cost for the services.

G. Tree Root Grinding:

1. On specified locations, as directed by the CR, the Contractor shall remove roots up to twelve (12) inches below grade, driveway, sidewalk, or ramp as required. The Contractor shall rake the soil smooth removing all debris (roots, wood chips, concrete, etc.) re-compact disturbed areas, and sweep all finished areas (sidewalks, curbs, gutters and streets). Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor.
2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with root grinding operations including clean up and disposal shall be included in the unit cost for the services.

H. Palm Tree Trimming/Pruning:

1. The Contractor shall only remove dead fronds (palm leaves). Live, healthy fronds shall not be removed. The removal of live fronds shall be limited to those that are broken or severely chlorotic or potentially hazardous. Fronds shall be removed carefully to avoid damage to living tissue. Fronds shall be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed if deemed to be a safety risk. To avoid transmitting disease-causing organisms on pruning tools, the Contractor shall disinfect tools before and after pruning individual trees. A disinfectant (such as Clorox or rubbing alcohol) shall

be used on pruning tools before and after pruning individual trees. Climbing spikes or spurs shall not be used to climb palms for pruning.

2. If the tree is injured during the pruning process as a result of the Contractor's non-compliance to scope of services or industry standards, the Contractor shall remove the damaged tree and replace with a tree of the same type and size or better at no cost to the City.
 3. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with palm tree trimming operations including cleanup and disposal shall be included in the unit cost for the services.
- I. **Final Inspection:** Upon written notice from the Contractor that the project is complete, the CR shall make a final inspection, within two (2) business days, with the CR, create a punch list and both parties will sign the punch list. A copy of the punch list will be provided to the CR that day or the following business day at the latest including the performance end date for correcting the punch list items. The Contractor shall correct all deficiencies within two (2) workdays or as agreed to by the CR and before final acceptance and payment is made. If a re-inspection is required, the City will assess liquidated damages as listed in Section 4.10 of this Solicitation, until deficiencies are corrected and all work is in compliance. The fee is assessed to offset the additional City labor cost and vehicle usage required to do additional inspections. The fee shall be deducted from the final invoice for the services.

4.9. Delivery and Acceptance

- A. Contractor's Project Manager shall schedule a site visit with the City of Apopka staff to review the project limits and measurement quantities.
- B. City of Apopka staff shall inspect the project site after notice of project completion.
- C. Should the inspection not meet the contract specifications, the material shall be removed and replaced at the Contractor's expense

4.10. Liquidated Damages

Liquidated Damages: \$

Bidder must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the consecutive calendar days indicated under the scope of work thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each consecutive calendar day if deficiencies, upon final inspection are not corrected within two (2) business days of City notification to Contractor of deficiencies.

4.11. Proceed with Work

- A. An approved Purchase Order will serve as notice to the Contractor to proceed. All work must be coordinated through the City. The Contractor will not perform any work without a fully executed

Purchase Order from the City. No mobilization on site will occur until all required pre-work submittals are submitted and accepted by the City.

- B. All tasks and work performed must adhere strictly to the scope, terms and conditions outlined in the contract. Any work conducted beyond the specified scope will result in immediate termination to the contract.
- C. Work shall be performed in accordance with recognized sound safety standards and any equipment, supplies and products shall be used in accordance with the manufacturer's technical specifications.
- D. All Change orders, amendments, etc., can only be signed by the City Administrator, who is the Authorized signer for the City. There will be no change orders, work orders, or other documents signed in the field.

4.12. City of Apopka Responsibility

City Shall:

- A. Reserve the right to add or remove services in conjunction with the City's needs.
- B. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
- C. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

5. Insurance

5.1. General Description

The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies which contain the following information and provisions:

- A. Insurers must have an AM Rating or A or better;
- B. The name and type of policy and coverages provided;
- C. The amount or limit applicable to each coverage provided;
- D. The date of expiration of coverage;
- E. The designation of the City of Apopka, Florida and Engineer as additional insureds and certificate holders. (This requirement shall not apply to the Worker's Compensation Insurance.); **Certificate Holder: City of Apopka, 120 E. Main Street, Apopka, FL 32703**
- F. The following clause must appear on the Certificate of Insurance:
"Cancellation - should any of the above described policies be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the described policies."
- G. Primary and Non-contributory language required: Insurance coverages procured by the Contractor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other

insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the Owner, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

If Owner has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing. Contractor shall provide to the Owner such additional information with respect to its insurance as may be requested.

5.2. Schedule:

The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

- A. Workers Compensation; Statutory
- B. Employers Liability;
 - 1. \$1,000,000 Each Accident
 - 2. \$1,000,000 Per Person - Disease
 - 3. \$1,000,000 Aggregate - Disease
- C. General Liability;
 - 1. \$1,000,000 Each Occurrence
 - 2. \$100,000 Damage to Rented Premises
 - 3. \$1,000,000 Personal Injury and Advertising
 - 4. \$2,000,000 General Aggregate
 - 5. \$1,000,000 Products/Completed Operations Aggregate
 - 6. \$10,000 Medical Payments

D. Business Automobile Liability;

1. \$1,000,000 Combined Single Limit

5.3. Pollution Liability Insurance:

Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or "tail" coverage must be purchased. Coverage should include and be for the least minimum limits listed below:

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
Limits
Per Claim or Occurrence: \$2,000,000
General Aggregate: \$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

5.4. Insurance - Form of Coverage:

Industry Standard:

General Liability: Insurance Services Office form CG0001 (12/04) or equivalent

Business Auto: Insurance Services Office form CA0001 (03/06) or equivalent

5.5. Insurance - Special Provisions:

All tools and equipment owned by the contractor/subcontractor are the responsibility of the owner of the equipment. The City is held harmless for loss of any kind.

- A. Additional Insured on all policies (excluding workers compensation): City of Apopka, its employees, agents and any representatives shall be named as additional insured (including Products & Completed Operations).

- B. Waiver of Subrogation on all policy lines: Workers Compensation and General Liability policies shall contain a Waiver of Subrogation in favor of and naming: City of Apopka, its employees, agents, and any representatives.
- C. General Liability policy will include "Per Project Aggregate" endorsement.

6. Terms and Conditions

6.1. Contract Period:

The contract resulting from this Solicitation shall be awarded for an initial three (3) years, from the date of award, with two (2) additional one (1) year renewal options, for a total contract period of five (5) years. Prices offered shall remain firm through the initial period of this Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the annual anniversary date of the Agreement. Price adjustments must have written approval from The City's Procurement Division before invoicing. Any purchase orders issued by before the approval of the price increase will not be modified. Any unit price adjustment invoiced without written approval from shall not be paid and the invoice returned to the Contractor for correction. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months. The CPI shall not be seasonally adjusted. The City reserves the right to request a reduction in Agreement prices equal to the percentage of change of the CPI in the event of a reduction. The Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum of 30 days before the effective change.

This contract may only be amended by mutual written agreement, at any time during the life of this contract. Identified services in the areas listed below may be negotiated and added to the contract. Additionally, the City, at its discretion may remove services from any of areas listed:

- Right of Way Mowing (ROW),
- MSBU Mowing,
- Facilities and Parks and Recreation Mowing,
- Landscaping and Additional Services to be Provided by All Services Areas
- Tree Purchases All Areas.

6.2. Incurred Expenses:

The City is not responsible for any expenses which persons making submittals may incur in preparing and submitting their qualifications or in participating in the ITB solicitation, selection and negotiation process.

6.3. Certification of Independent Price Determination

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to bid opening, directly or indirectly to any other Bidder or to any competitor.

- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

6.4. Acknowledgement:

By making a submittal, the respondent certifies that they have fully read and understand the invitation to bid and have full knowledge of the nature of services which may be required and of the requirements of the ITB process and agree to abide by such process and City's decisions made therein.

6.5. Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Invitation To Bid and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from respondents in response to this Invitation To Bid will become the property of the City of Apopka and will not be returned to the respondents. In the event of award, all documentation produced as part of the purchase will become the exclusive property of the City, unless otherwise specified.

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 PUBLIC RECORDS, CITY CLERK AT 407-703-1704, sbone@apopka.net and 120 EAST MAIN STREET, APOPKA, FL 32704-1229.

6.6. Conflict of Interest

The award is subject to provisions of applicable State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Apopka. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any City employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the City.

6.7. Legal Requirements

Federal, State, City and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. Contractors doing business with the City of Apopka are prohibited from discriminating against any employee, applicant or client because of race, religion, color, disability, national origin, gender or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection. EEO STATEMENT: The City of Apopka is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age and gender.

6.8. Contractual Agreement

The Bid Document shall be included and incorporated in the final contract or purchase order. Any and all legal actions associated with this Bid Document and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida.

6.9. No Assignment of Contract

The Contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the City of Apopka, at its sole discretion. No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.

6.10. Uniform Commercial Code

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the City of Apopka for any terms and conditions not specifically stated in this Bid Document.

6.11. Mistakes

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder (in the event that pricing is requested via upload rather than by electronic submittal).

6.12. Price & Delivery

Price(s) quoted must be the price(s) for new merchandise. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications. Deliveries resulting from this bid are to be made on or before bidders specified delivery date and during the normal working hours of the City of Apopka. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City of Apopka reserves the right to CANCEL the order or contract. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. The delivery location shall be within the designated areas identified by the City of Apopka. It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

6.13. As Specified

All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the City of Apopka. The City may return, for full credit, any unused items received which fail to meet the City's performance standards.

6.14. Brand Name or Equals/Deviations

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid. The determination as to whether any alternate product or service is or is not equal shall be made solely by the City of Apopka and such determination shall be final and binding upon all bidders. The City of Apopka reserves the right to request and review additional information to make such a determination or samples of any product for demonstration shall be furnished upon request for a quality test or comparison without cost to the City of Apopka. Although the City of Apopka provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City of Apopka. Such award may not necessarily be given to the lowest bid offered. The bid will be awarded on the basis of material and equipment described in the Specifications without consideration of possible substitutes or "or-equal" items. Whenever it is specified in the Specifications that a substitute or an "or-equal" item of material or equipment may be furnished by the Contractor. This acceptance of substitute material and or equipment will not be evaluated until after the "effective date of the Agreement".

6.15. Tax Exemptions

The City of Apopka is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). Contractors or contractors doing business with the City of Apopka shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City of Apopka, nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials. The City of Apopka has the following tax exemption Certificates assigned: Certificate of Registry No. 85-8012595869C-0 for tax transactions under Chapter 32, Internal Revenue Code, and Florida Sales/Use Tax Exemption Certificate

6.16. Compliance with Occupational Safety & Health

Bidder certifies that all material, equipment, etc., contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

6.17. Acceptance/Rejection/Cancellation

The City of Apopka reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the City of Apopka, will be in the best interest of the City of Apopka. The City of Apopka also reserves the right to award the bid in whole or in part. The City of Apopka reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Apopka reserves the right, before award, to require a Bidder to submit such evidence of qualifications as the City deems necessary to determine the ability of the Bidder to perform. Such evidence may include but may not be limited to: financial information, past performance and technical information. The City of

Apopka reserves the right to waive any irregularities and technicalities and to reject any and all bids. Award will be made to the lowest responsive and responsible bidder as determined by the City of Apopka.

6.18. Purchasing Policy

Please see link to review the City of Apopka Purchasing Policy: [CLICK HERE](#).

6.19. Protest/Appeals/Disputes

Purchasing Policy: 107.3.14. BID PROTESTS

Providing those participants in its competitive award process whose interests are adversely affected by bid document provisions or an award recommendation with respect to projects involving the expenditure of over Fifty Thousand (\$50,000) Dollars the opportunity to protest.

The requirements and procedures described herein govern a bid protest brought by an adversely affected participant in any competitive process utilized for selection of a person or other entity to design and/or construct any public improvement, to provide supplies, materials or services (including professional or management services), or to lease any City property.

A Party (as hereafter defined) who wishes to file a protest regarding (a) the terms or conditions; (b) specifications contained in a solicitation; (c) provisions governing the methods for ranking bids, proposals, or replies; (d) awarding contracts; (e) reserving rights of further negotiation; (f) modifying or amending any contract; (g) proposed bid award; or (h) rejection of some or all responses to a solicitation shall file such a formal written protest according to the procedures and requirements established below. Failure to file a formal written protest in the manner provided shall constitute a waiver of the opportunity to protest the terms, conditions, and specifications contained in the solicitation.

For the purposes of this Section 107.3.14, the term "Party" shall mean a bidder, proposer, potential bidder, or potential proposer whose substantial interests are adversely affected by the City's decision or proposed decision regarding a contract solicitation, contract award, or rejection of one or more responses to a contract solicitation.

107.3.14.1. PROCEDURES

107.3.14.1.1. All contract solicitation documents issued by the City shall contain the following statement: "Failure to file a protest within the time prescribed by the City of Apopka's Bid Protest Procedures shall constitute a waiver of right to protest."

107.3.14.1.2. Within seventy-two (72) hours (excluding Saturdays, Sundays, and City holidays) after the posting of the notice of intent to award or recommendation of award by staff (whichever is earlier). A formal written protest shall be submitted to the City Clerk's office stating the facts and law upon which its protest is based. Delivery is not deemed to have been completed until the formal written protest is actually received by the office of the City Clerk.

107.3.14.1.3. Upon receipt of a timely filed Formal Written Protest, the City shall stop the solicitation process until the subject of the Formal Written Protest is resolved. However, the City may continue with the solicitation process if it determines, in writing, that halting the solicitation process: (a) would cause or

perpetuate an immediate and serious danger to public health, safety or welfare; (b) would result in a substantial loss of funding to the City; or (c) would otherwise be detrimental to the interests of the City.

107.3.14.1.4. The Purchasing staff shall review the merits of the protest and shall recommend an action to the City Administrator or his delegee. The City Administrator shall issue a decision, in writing, within ten (10) days thereafter and shall provide a copy to the Party. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6.20. Patents/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 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 goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City in such matter.

6.21. Public Entity Crimes Statement:

Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provision of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion. Contractor shall be required, pursuant to Chapter 278, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this request for Qualifications. By executing this sworn statement, the Contractor is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Contractor shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the City. In the event of such termination, the City shall not incur any liability for any work or materials furnished by the Contractor.

6.22. Warranty

The awarded Contractor shall fully warrant all material furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by the City of Apopka. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City. All warranty provisions of the Uniform Commercial Code shall additionally apply.

6.23. Indemnity and Hold Harmless Agreement

Contractor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the

negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor its officers, agents or employees in performance or non-performance of its obligations under any agreement or contract with the City of Apopka pursuant to this bid/proposal. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. Compliance with any insurance requirements required within an agreement or contract pursuant to this bid/proposal shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the bid/proposal. Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

6.24. Cone of Silence:

Definition: "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between: a potential Contractor, service provider, proposer, bidder, lobbyist, or consultant, and: the City Council members, City's professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City's selection or evaluation committee.

Restriction Notice for Cone of Silence

A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid.

Termination of Cone of Silence

The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which a written recommendation is made to the City Council. However, if the City Council refers the recommendation back to the Administrator or staff for further review, the Cone of Silence shall be re-imposed until such time as another subsequent written recommendation is made.

Exceptions to Applicability for Cone of Silence

The provisions of this section shall not apply to:

- A. Oral communications at pre-proposal meeting;
- B. Oral presentations before selection or evaluation committees;
- C. Oral communications with administration (including applicable Director's or Chief's) and evaluation committee members regarding clarification, direction, and intention of services. Such communications will only take place via the direction and attendance of the City employee designated responsible for administering the procurement process. Communication is limited strictly to matters of operations and logistics. Discussion of submittals, scoring, points, or ranking of Contractors is prohibited.

- D. Public presentations made to the City Council members during any duly noticed public meeting;
- E. Communications regarding a particular RFP, RFQ or Bid between a potential Contractors, service provider, proposer, bidder, lobbyist or consultant and the City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- F. Communications with the City Attorney and his or her staff; however, must first provide a request with the designated responsible staff administering the procurement process.
- G. Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time staff makes his or her written recommendation;
- H. Any emergency procurement of goods or services pursuant to City Code;
- I. Responses to the City's request for clarification or additional information;
- J. Contract negotiations during any duly noticed public meeting;
- K. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Contractors, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

Penalties for Cone of Silence

Violation of this section by a particular respondent, bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Council or City Administrator. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the Purchasing Department for any questions concerning the "Cone of Silence" compliance.

6.25. Invoicing & Payments

The City of Apopka will issue a purchase order to the selected Contractor; payments will only be issued after received and approved by the following:

CITY	OF	APOPKA
ACCOUNTS		PAYABLE
120	E.	MAIN
APOPKA,	FL	ST.
		32703

Retainage, if applicable, will be held as set by Florida Statute 255.078. An AIA form listing will be set at the Pre-construction meeting regarding payment milestones. Payment Terms: Contractors are advised to familiarize themselves with the Florida Prompt Payment Statutes, codified at Secs. 218.70 - 218.80 Florida Statutes and more particularly Sec.218.735 – Timely payment for construction services which allows for payment to be made up to but no more than 25 days from the receipt of a proper invoice. Staff will make a full effort to process invoicing before this time allotment; however, city staff does have up until this time to provide payments.

6.26. Public Records:

Contractors understands and agrees that by virtue of the Agreement, all of its documents, records, and materials of any kind, relating to the relationship, shall be open to the public for inspection in accordance with Florida's Public Records law. If Contractor will act on behalf of City as provided under Section 119.011(2), Florida Statutes, the Contractor, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a. Keep and maintain public records required by City to perform the service.
- b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided by Florida 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 of the contract term if the Contractor does not transfer the records to City.
- d. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If the Contractor transfers all public records to 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 requirement. If Contractor keeps and maintains public records upon completion of contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology of City.
- e. If Contractor does not comply with a public records request timely; City shall enforce the Contract provisions in accordance with the Contract.
- f. PUBLIC RECORDS CUSTODIAN. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

120 EAST MAIN STREET

APOPKA, FLORIDA 32703

T: 407.703.1704

E: sbone@apopka.net

g. THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF APOPKA CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF APOPKA OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THE AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT AND GROUNDS FOR TERMINATION AND PURSUANT TO THE TERMINATION SECTION OF THE MASTER AGREEMENT BETWEEN THE CITY OF APOPKA AND CONTRACTOR.

6.27. Federal Grants Terms and Conditions

For any services or goods purchased under this Bid that involves, receiving or utilizing Federal Grants funding, the following terms and conditions shall be considered a part of the final Agreement, and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the Agreement:

- A. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the Agreement. The Contractor and its subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
- B. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Federal Drug-Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors under 41 U.S.C.A. § 8102.
- D. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the Agreement is greater than or equal to \$100,000:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- E. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- F. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants over \$150,000.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall report any violations to the Federal awarding agency and the Regional Office of the EPA and notify the City concurrently within 30 days of notice of the violation.
- G. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with the 2 CFR part, 180 implements Executive Orders 12549 and 12689. Furthermore, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- H. **Equal Employment Opportunity** During the performance of this Agreement, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, 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 Contractor 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 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts by procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued under Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action concerning any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.28. Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. §200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to this Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services apply to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: OCPS shall notify the Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the OCPS representative shall determine that such termination is in the best interest of OCPS. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, the Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to the Contractor. The Contractor shall be obligated to continue the performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

The District's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. The Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
2. **Key Definitions.**
 - a. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work that is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on- site functions incidental to the actual construction.
3. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs
4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The Contractor shall 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 Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor shall 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.
- v. The Contractor shall 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 shall permit access to its 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.
- vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) 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 Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such

direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40The Contractor shall comply with 18U.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.
3. In accordance with the law, the Contractor must be 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. In addition, the Contractor must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Copeland "Anti-Kickback" Act. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub-recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act

- a. **Contractor.** *The Contractor 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.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or

she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

F. Rights to Invention Made Under a Contract or Agreement

1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

3. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

H. **Debarment and Suspension**

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
4. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," including sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.
5. Specifically, a covered transaction includes the following contracts for goods or services:

- a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of the amount.
 - c. The contract is for federally required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension

and

Debarment

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

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

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

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

I. Byrd Anti-Lobbying Amendment

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6. c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6. c and Appendix C, ¶ 4.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

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

J. **Procurement of Recovered Materials**

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

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

K. Additional FEMA Requirements

1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

2. **Changes:**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

3. **Access to Records:**

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. The following provides a contract clause regarding access to records:

Access to Records

The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide OCPS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or its authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

L. DHS Seal, Logo, and Flags

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

M. Compliance with Federal Law, Regulations, and Executive Orders

1. All Non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
2. The following provides a contract clause regarding Compliance with Federal laws, Regulations, and Executive Orders: “This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.
2. The following provides an Agreement clause regarding Fraud and False or Fraudulent or Related Acts: “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.

6.29. Incentives for Local Businesses

Purchasing Policy 107.3.6.1. It is the City Council's desire to include provisions that will provide incentives to purchase goods from vendors located in the corporate limits of Apopka. Whenever competitive sealed bids are received, and one or more are submitted by a vendor located within the corporate limits of Apopka, if all things stated in such bids are equal with respect to price, quality, and service, the commodities shall be purchased from the vendor located within the corporate limits.

Purchasing Policy 107.3.6.2. There may be a three percent (3%) increase over the low bid allowed as an incentive to local businesses within the corporate limits of Apopka. Local businesses shall be defined as a business that have its main office within the corporate limits of Apopka, has a valid city business tax receipt, and pays property taxes directly or indirectly to the City.

7. Pricing Proposal

BIDDERS MAY SELECT ONE MOWING AREA BUT, ALL OTHER ITEMS IN THE LANDSCAPING AND ADDITIONAL SERVICES SECTION AND TREE PURCHASE SECTION MUST BE BID, IN ORDER TO BE CONSIDERED FOR AWARD.

RIGHT OF WAY MOWING (ROW) ONLY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mowing as specified	457.71	acre		
TOTAL					

MSBU MOWING ONLY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Mowing as specified	3.1	acre		
TOTAL					

FACILITIES AND PARKS AND RECREATION MOWING ONLY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Mowing as specified	226.16	acre		
TOTAL					

LANDSCAPING AND ADDITIONAL SERVICES TO BE PROVIDED ALL SERVICE AREAS

All Quantities are Estimated. No Quantities are Guaranteed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mowing Services					
4	Edging of sidewalks /curbing	30,000	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Bed/planter maintenance-weeding, pruning and trimming	400	acre		
6	Litter/trash pick up	800	acre		
7	Weed Chemical Spraying, cost to include chemicals.	20,000	LF		
Tree Pruning/Elevations					
8	Pruning/Elevations 0" to 12" in diameter at breast height	2,000	Each		
9	Pruning/Elevations 12.1" to 24" in diameter at breast height	2,000	Each		
10	Pruning/Elevations 24.1" to 36" in diameter at breast height	2,000	Each		
11	Pruning/Elevations 36.1" to 48" in diameter at breast height	2,000	Each		
12	Pruning/Elevations 48.1" to 60" in diameter at breast height	800	Each		
13	Pruning/Elevations 60.1" to 70" in diameter at breast height	450	Each		
14	Pruning/Elevations 70.1" or more in diameter at breast height	200	Each		
Tree Removals					
15	Tree Removal 0" to 12" in diameter at breast height	300	Each		
16	Tree Removal 12.1" to 24" in diameter at breast height	250	Each		
17	Tree Removal 24.1" to 36" in diameter at breast height	100	Each		
18	Tree Removal 36.1" to 48" in diameter at breast height	100	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Tree Removal 48.1" to 60" in diameter at breast height	100	Each		
20	Tree Removal 60.1" to 70" in diameter at breast height	50	Each		
21	Tree Removal 70.1 or more in diameter at breast height	50	Each		
Stump Grinding/Removal					
22	Stump Grinding/Removal 0" to 12" in diameter at breast height	50	Each		
23	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	100	Each		
24	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	100	Each		
25	Stump Grinding/Removal 36" to 48" in diameter at breast height	100	Each		
26	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	50	Each		
27	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	50	Each		
28	Stump Grinding/Removal 70.1" or more in diameter at breast height	50	Each		
Tree Root Grinding					
29	Tree Root Grinding 0" to 12" in diameter at breast height	50	Each		
30	Tree Root Grinding 12.1" to 24" in diameter at breast height	100	Each		
31	Tree Root Grinding 24.1" to 36" in diameter at breast height	100	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
32	Tree Root Grinding 36.1" to 48" in diameter at breast height	100	Each		
33	Tree Root Grinding 48.1" to 60" in diameter at breast height	50	Each		
34	Tree Root Grinding 60.1" to 70" in diameter at breast height	50	Each		
35	Tree Root Grinding 70.1" or more in diameter at breast height	50	Each		
Palm Tree					
36	Palm tree treatments, includes any chemicals needed for treatment	100	Each		
37	Palm tree trimming	100	Each		
Additional Services and Fees					
38	Arborist's Report	500	Each		
39	Emergency Mobilization Response Fee	1,000	Each		
40	MOT Set Up/Public Notification	1	Each		
Sod Services, Includes Material and Labor					
41	Solid Cut Sod - Picked up from Vendor location - Bahia (Argentine)	40,000	SF		
42	Solid Cut Sod - Picked up from Vendor location - St. Augustine (Provista, Floratam and Seville)	40,000	SF		
43	Solid Cut Sod - Picked up from Vendor location - Bermuda (Bimini, 419 and Northbridge)	40,000	SF		
44	Solid Cut Sod - Picked up from Vendor location - Zoysia	40,000	SF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
45	Solid Cut Sod - Delivered to any site within the City of Apopka - Bahia (Argentine)	40,000	SF		
46	Solid Cut Sod - Delivered to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	40,000	SF		
47	Solid Cut Sod - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	40,000	SF		
48	Solid Cut Sod - Delivered to any site within the City of Apopka - Zoysia	40,000	SF		
49	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bahia (Argentine)	40,000	SF		
50	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	40,000	SF		
51	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	40,000	SF		
52	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Zoysia	40,000	SF		
53	Sod Staple / pinning	20,000	SF		
54	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	8,400	SF		
55	Sod removal - Removal and disposal of existing debris	8,400	SF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
56	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	16,800	SF		
57	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	33,600	SF		
58	Sod removal - Removal and disposal of existing debris	16,800	SF		
59	Sod removal - Removal and disposal of existing debris	33,600	SF		
60	Rate for all labor that does not require any equipment	1	Hour		
61	Watering Services	40,000	SF		
Landscaping Services Including Materials and Labor					
62	Bed maintenance	1	Acre		
63	Fertilizing	1	Acre		
64	Turf maintenance	1	Acre		
65	Mulch Services - Mini-Pine Bark Nuggets	1	Acre		
66	Mulch Services - Pine Straw	1	Acre		
67	Pest control	1	Acre		
68	Weed control services	1	Acre		
69	Application of insecticides and fungicides	1	Acre		
70	Herbicide	1	Acre		
71	Edging and weed trimming	1	Acre		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
72	Litter/Debris Removal	1	Acre		
73	Shrub Maintenance	1	SF		
Irrigation Services, Including Materials and Labor					
74	1" Electric Valve (Hunter ICV)	100	Each		
75	1-1/2" Electric Valve (Hunter ICV)	100	Each		
76	2" Electric Valve (Hunter ICV)	100	Each		
77	2" Gate Valve	100	Each		
78	3" Gate Valve	100	Each		
79	4" Gate Valve	100	Each		
80	6" Gate Valve	100	Each		
81	1" Ball Valve	100	Each		
82	1-1/2" Ball Valve	100	Each		
83	2" Ball Valve	100	Each		
84	7" Round Valve Box	100	Each		
85	10" Round Valve Box	100	Each		
86	12" Rectangular Valve Box	100	Each		
87	110V Controller W/Rain Sensor - 8 Station Electric Wall Mount (Hunter Hydrowise)	30	Each		
88	110V Controller W/Rain Sensor - 12 Station Electric Wall Mount (Hunter Hydrowise)	30	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
89	110V Controller W/Rain Sensor - 16 Station Electric Wall Mount (Hunter Hydrowise)	30	Each		
90	110V Controller W/Rain Sensor - 20 Station Electric Wall Mount (Hunter Hydrowise)	30	Each		
91	110V Controller W/Rain Sensor - 24 Station Electric Wall Mount (Hunter Hydrowise)	30	Each		
92	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 1 Station	30	Each		
93	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 2 Station	30	Each		
94	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 4 Station	30	Each		
95	Low Voltage Control Wire #14 UF	10,000	LF		
96	Main Line 2" Sch 40 Purple Solvent Weld PVC	10,000	LF		
97	Main Line 3" Sch 40 Purple Solvent Weld PVC	10,000	LF		
98	Main Line 4" Sch 40 Purple Solvent Weld PVC	500	LF		
99	Main Line 6" Sch 40 Purple Solvent Weld PVC	500	LF		
100	3" Electric valve (Rainbird Brass)	50	Each		
101	Hunter 6" Popup Pro spray	100	Each		
102	Hunter 12" Popup Pro spray	100	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
103	Hunter PGP Rotor 3/4" Inlet	100	LF		
104	Hunter PGP Ultra Rotor 3/4" Inlet	100	LF		
105	Hunter I20 Rotor 3/4" Inlet	100	LF		
106	Hunter I25 Rotor 1" Inlet	100	LF		
107	1/2" SCH 40 Purple PVC	10,000	LF		
108	3/4" SCH 40 Purple PVC	10,000	LF		
109	1" SCH 40 Purple PVC	10,000	LF		
110	1 1/2" SCH 40 Purple PVC	10,000	LF		
111	Hourly Rate for any irrigation work that does not require equipment or parts	1	Hourly		
Tree Purchases All Areas (Includes all Materials, Labor and Delivery)					
112	Elaeocarpus decipiens (Japanese Blueberry Tree) 25-gallon container grown tree, Height 6'-8', Spread 3', Caliper 2", Standard trunk with minimum 2' of clear trunk	50	Each		
113	Ilex Opaca (Eagleston Holly) 25-gallon container grown tree, Height 10-12', Spread 3-4", Caliper 2", Standard trunk with 3' clear trunk	50	Each		
114	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", no major branches with crossovers	50	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
115	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 3' clear trunk, 25-gallon container grown tree, Height 8-10', Spread 3-4', Caliper 2"	50	Each		
116	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 25 Gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk	50	Each		
117	Quercus nuttalli, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
118	Quercus Shumard, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
119	Quercus Virginiana (Southern Live Oak) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
120	Quercus Virginiana (Cathedral)25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
121	Quercus Virginiana (High Rise) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
122	Ulmus Alata (Winged Elm)25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
123	Tabebuia Chrysotricha, 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
124	Tabebuia Impetiginosa (Purple Trumpet) 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	50	Each		
125	Ilex Opaca (Eagleston Holly) 65-gallon container grown tree, Height 12-14', Caliper 3", Standard trunk with 3' clear trunk	50	Each		
126	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 65-gallon container grown tree, Height 10-12", Spread 5-6", no major branches with crossovers	50	Each		
127	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 4' clear trunk, 65-gallon container grown tree, Height 10-12'	50	Each		
128	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 65-gallon container grown tree, Height 10-12', Spread 4-6', Caliper 2 1/2-3", Standard trunk	50	Each		
129	Quercus nuttalli, 65-gallon container grown tree, Height 12-14', Spread 6-8', Caliper 3", Standard trunk with minimum of 4' clear trunk	50	Each		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
130	Quercus Virginiana (Southern Live Oak) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	50	Each		
131	Quercus Virginiana (Cathedral) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	50	Each		
132	Quercus Virginiana (High Rise) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	50	Each		
133	Tabebuia Chrysotricha, 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	50	Each		
134	Tabebuia Impetiginosa (Purple Trumpet) 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	50	Each		
135	Sylvester Palm, 10-14' clear trunk/ Ball and Burlap/ Debooted	20	Each		
136	Majule Palm, 12-16' clear trunk/ Ball and Burlap/ Debooted	20	Each		
137	Bottle Brush Tree, 25-gallon, Height 6-8', Spread 4-5', Standard trunk with a minimum of 3' clear trunk	50	Each		
TOTAL					

8. Contractor's Response

8.1. Mandatory Pre-Bid Meeting*

Did you attend the mandatory pre-bid meeting that was scheduled for this solicitation?

☐ Yes

☐ No

*Response required

8.2. Addendum + Question and Answers*

I have read all posted addendum, questions and answers for this project.

☐ Please confirm

*Response required

8.3. Primary Contact Information*

Please provide the information for the primary contact in your firm who will be responsible for this solicitation and all subsequent projects. Please include their first and last name, their title, phone number, and email address.

*Response required

8.4. Qualifications *

The following qualification requirements have been met and documentation submitted, as required by Section 3.1A, B and C:

Contractor must have been incorporated, organized, and/or established for a period of at least three (3) years in the business of mowing, landscaping, irrigation, arbor care. Sunbiz.com Name and Business Tax Receipt. (Copies to be submitted).

License requirement: Pesticide Applicator License and or Certified in the State of Florida by the Department of Business and Professional Regulations (DBPR).

https://www.myfloridalicense.com/CheckListDetail.asp?SID&xactCode=1030&clientCode=2103&XACT_DEFN_ID=7892#:~:text=A%20Certificate%20of%20Competency%20is,as%20a%20Certified%20Elevator%20Technician.

Arborist must be certified and authorized to work in the State of Florida

*Response required

8.5. Experience - References*

Please download the below documents, complete, and upload. As required by Section 3.1D.

- [Reference Form.pdf](#)

*Response required

8.6. [Listing of Sub-Contractors*](#)

Please provide the following for each and every subcontractor that will be a part of this contract. If no subcontractors are being used, please type "N/A".

Contractor Name

Number of personnel being assigned to project under contractor's name

Project Manager Name

Contractor Representative Name & Title

Trade or Description

Name and Address of Subcontractor

Subcontractor State License Registration Number & Type

*Response required

8.7. [List of Subcontractor - Acknowledgement**](#)

By submitting a response to this solicitation, the Proposer lists all names of the subcontractors who will perform the phases of the work indicated.

The Bidder certifies that he/she has investigated each subcontractor listed. The Bidder further attests that he/she has received and has in his/her files evidence that each subcontractor maintains a fully equipped organization capable, technically and financially, of performing the pertinent work, and that each subcontractor has made similar installations in a satisfactory manner.

☐ Please confirm

*Response required

8.8. [Local Preference*](#)

Purchasing Policy 107.3.6.2.

There may be a three percent (3%) increase over the low bid allowed as an incentive to local businesses within the corporate limits of Apopka. Local businesses shall be defined as a business that have its main office within the corporate limits of Apopka, has a valid city business tax receipt, and pays property taxes directly or indirectly to the City.

Is your business located within the corporate limits of Apopka?

☐ Yes

☐ No

*Response required

8.9. [Minority/Women Business Enterprise Certification**](#)

In an effort to increase the number of qualified Minority/Women Business Enterprise (M/WBE) Contractors, is your firm a Certified M/WBE?

- ☐ Yes
☐ No

*Response required

8.10. [M/WBE Certification Upload](#)

If you responded YES to question 10, please upload your M/WBE certification here.

8.11. [Business Category*](#)

Please select one of the following:

- ☐ Sole Proprietorship
☐ Partnership
☐ Corporation

*Response required

8.12. [E-Verify Certification Statement**](#)

Please download the below documents, complete, and upload. If you are not registered with E-Verify, please register and upload proof of E-Verify registration [Employers \(e-verify.gov\)](#).

- [E-Verify Certification \(2\).pdf](#)

*Response required

8.13. [Public Entity Crimes Statement](#)

Please download the below documents, complete, and upload.

- [Public Entity Crimes Statem...](#)

8.14. [American with Disability Act](#)

Please download the below documents, complete, and upload.

- [Americans with Disabilities...](#)

8.15. [Drug Free Workplace Certification**](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Drug Free Workplace Certifi...](#)

*Response required

8.16. [Human Trafficking Affidavit**](#)

Please download the below documents, complete, and upload.

- [Human Trafficking Affidavit...](#)

*Response required

8.17. [Conflict or Non-Conflict of Interest Statement**](#)

Select one:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

8.18. [Litigation Statement**](#)

Select one and respond to the next question.

Failure to check the appropriate option may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

- ☐ The undersigned firm has had no litigation on any projects in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years (providing information in next question); and actions by any State, Federal and local agency.

*Response required

8.19. [Litigation History**](#)

Specify all judgments entered against the firm by any State or Federal courts in the past five (5) years. List all civil and administrative proceedings in the past five (5) years, in which the firm has represented a party adverse to the City of Apopka. List all suits, complaints, or disciplinary actions filed against the firm by any client the Florida Bar and/or other State or Federal agency.

Applicants should provide information on any history of litigation arbitration, or mediation resulting from contracts executed in the last ten years or currently under execution.

Please provide a response for each for the last five years:

- A. Year
- B. Award FOR or AGAINST Applicant or Pending
- C. Name of Client Owner, Purchaser, Sub-consultant Cause of Litigation, and Matter in Dispute
- D. Disputed Amount (current value, US\$)

*Response required

8.20. [Respondents Certification*](#)

I have carefully examined the Invitation To Bid.

I hereby propose to furnish the goods and services specified in the Bid. I agree that my submittal will remain firm for a period of up to at least one-hundred-twenty (120) days in order to allow the City adequate time to evaluate/review the submittals.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of the City of Apopka or any other respondent is interested in said submittal; and 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.

☐ Please confirm

*Response required

8.21. Business Entity Affidavit**

I, being an authorized representative submitting a proposal on behalf of my organization, being first duly sworn state: The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Apopka("City") are (Post Office addresses are not acceptable), as follows:

- A. Federal Employer Identification Number (If none, Social Security Number)
- B. Name of Entity, Individual, Partners or Corporation
- C. Doing Business As (If same as above, leave blank)
- D. Street Address, Suite (if applicable), City, State, Zip Code

*Response required

8.22. Ownership Disclosure Affidavit**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name

Address

Ownership Percentage

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or

otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable).

*Response required

8.23. Signature Page*

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

- A. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
- B. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
- C. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
- D. The Proposer warrants all materials supplied by it are delivered to the CITY of Apopka, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Apopka, Florida, against all persons claiming the whole or any part thereof.
- E. Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.
- F. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
- G. Proposer understands that all information listed above may be checked by the City of Apopka and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Apopka and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

☐ Please confirm

*Response required

8.24. Proposer's Qualification Statement*

Acknowledgement:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially

affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

☐ Please confirm

*Response required

8.25. [Vendor Packet**](#)

Please download the below documents, complete, and upload.

- [Vendor Packet.pdf](#)

*Response required

EXHIBIT 2

**Underlying Contract, as amended, between
the City of Apopka and The Davey Tree Expert Company**



AGREEMENT

By and Between

The City of Apopka

and

Davey Tree Expert Company

for

ITB 2025-A-225

Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU)

This Agreement ("Agreement") is made by and between The City of Apopka, a Florida municipal corporation, located at 120 E. Main Street, Apopka, FL 32703, (hereinafter referred to interchangeably as "the City", and The Davey Tree Expert Company, whose Corporate Office address is 1500 N. Mantua Street, Kent OH, 44240, and a local office at 123 Atlantic Drive #111, Maitland, FL 32751, (hereinafter referred to as "Contractor"). Each entity shall be referred to individually as a "Party" and collectively as, the "Parties."

WITNESSETH:

WHEREAS the City desires to secure a contractual relationship for Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU), as outlined in **Exhibit A Scope of Services** ("Services"), and

WHEREAS, these Services have been competitively solicited under an Invitation to Bid, which has been assigned number ITB 2025-A-225 by the City, for tracking purposes.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. Definitions.

- 1.1. **"Confidential Information"**: For purposes hereof, "Confidential Information" shall mean any non-public information of the other Party that is designated as confidential, or that the receiving Party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (i) a Party can demonstrate was rightfully in its possession before the date of disclosure to it by the other Party; (ii) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a Party; (iii) a Party has developed independently without reference to any Confidential Information of the other Party; (iv) a Party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (v) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

- 1.2. **"Contractor"** means The Davey Tree Expert Company, a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any Amendments thereto.
- 1.3. **"Agreement"** refers to the executed Agreement by and between the City and Contractor.
- 1.4. **"Parties"** shall mean each entity or individual entering into this Agreement, the City, and Contractor, respectively.
2. **Amendments and Modifications:** No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each Party.
3. **Term and Termination:** The term of this Agreement will cover the period beginning October 13 , 2025, through October 12, 2028, with two (2) additional one (1) year renewal options.

This Agreement may be terminated by the City with or without cause upon thirty (30) days of written notice to the Contractor. In the event of a material breach by Contractor hereunder through no fault of the City, the City may, at its option, terminate this Agreement after written notice and expiration of a five (5) day cure period.

4. **Public Records:** Vendor understands and agrees that by virtue of the Agreement, all of its documents, records, and materials of any kind, relating to the relationship, shall be open to the public for inspection in accordance with Florida's Public Records law. If Vendor will act on behalf of City as provided under Section 119.011(2), Florida Statutes, the Vendor, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - i. Keep and maintain public records required by City to perform the service.
 - ii. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - iii. 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 of the contract term if the Vendor does not transfer the records to City.
 - iv. Upon completion of the contract, transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If the Vendor transfers all public records to City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If Vendor keeps and maintains public records upon completion of contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology of City.
 - v. If Vendor does not comply with a public record's request timely, City shall enforce the Contract provisions in accordance with the Contract.
 - vi. PUBLIC RECORDS CUSTODIAN. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
120 EAST MAIN STREET

APOPKA, FLORIDA 32703
 T: 407.703.1704
 E: sbone@apopka.net

- vii. THE VENDOR ACKNOWLEDGES THAT THE CITY OF APOPKA CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF APOPKA OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THE AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THE AGREEMENT AND GROUNDS FOR TERMINATION AND PURSUANT TO THE TERMINATION SECTION OF THE MASTER AGREEMENT BETWEEN THE CITY OF APOPKA AND VENDOR.
5. **Conflict of Interest:** In addition to complete adherence to the requirements provided in Section 112.313, F.S., the Contractor must disclose the name of any officer, director, agent, or representative who is also an employee of the City, who knowingly owns, directly or indirectly, any interest of any amount in the Contractor's company, firm, or business, or who derives income of any kind from the Contractor's company, firm, or business.
6. **Independent Contractor Relationship:** The Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or Services performed under this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation.
- Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.
- The City, in its absolute discretion, retains the right to reject, bar, or require the replacement of any employee, subcontractor, or agent of the Contractor. Such rejection shall not relieve the Contractor of the obligation to perform all work in compliance with the Agreement.
7. **Patents, Copyrights, and Royalties:** In accordance and consistent with Section 17, the Contractor, without exception, shall indemnify, defend, and hold harmless the City and its employees from liability of any nature or kind to the extent caused by Contractor, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Agreement prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
8. **Marketing/Advertising/Names/Trademarks:** The Contractor shall acquire no rights under the Agreement to, and shall not use, the name "the City", or the name "City of Apopka" or any variation thereof, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "the City Marks") in any of the Contractor's advertising, publicity, or promotion: to express or imply any endorsement by the City of the Contractor's Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the City, except as expressly permitted herein. No advertisement, publication, or other use of

the City Marks shall be published or otherwise promulgated by the Contractor without the City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

9. **Right to Use Existing Contracts/Non-Exclusivity:** The City reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida contract, any contract awarded by any other city or county governmental agency, school boards, other community colleges/state university systems, cooperative agreements. The City also reserves the right to contract separately any item(s) and/or service(s) covered under this Agreement, if deemed to be in the best interest of the City, at any time during this Agreement term.
10. **Payment:** the City will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, to be free of damage or defect, and to be properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delays in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence. Pricing is established in **Exhibit B Fees for Services**.
11. **Availability of Funds:** The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City.
12. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by the City.
13. **Anti-Discrimination:** The City of Apopka, does not discriminate in admission or access to, or treatment or employment in its programs and activities, based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
14. **Equal Employment Opportunity:** The City is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
15. **E-Verify:** By entering into this Agreement with the City, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by execution of this Agreement, the Contractor affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, 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.
16. **Audit and Inspection:** The City or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this Agreement. Documents or records in any form shall be open to the City representatives and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the City and the Contractor.
17. **Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, its board members, employees, and representatives from and against any claims, suits, judgments, demands, liabilities,

damages, costs, and expenses, including reasonable attorney's fees, of any kind or nature whatsoever to the extent caused in whole or in part by any negligent or willful act or omission of the Contractor or its subcontractors, 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 gross negligence or intentional misconduct of the City. Contractor's indemnity, defense and hold harmless obligations shall not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of an indemnified party or other third party not controlled by Contractor; rather, such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Contractor retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation, and the indemnified party will not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. This Section 17 shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. Notwithstanding anything to the contrary in this Contract or elsewhere, in no event shall Contractor's total liability exceed the applicable insurance limits set forth in Section 29 below.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of the City's sovereign immunity protection and limitations of liability under Section 768.28, F.S. Any indemnity or assumption of liability by the City hereunder shall be subject to City's rights to sovereign immunity and any other limitations of liability provided the City under Florida law.

18. **Governing Law and Venue:** Any legal actions associated with this agreement will be governed by the laws of the State of Florida. The venue for any litigation involving this Agreement shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the venue for those actions will be in the Orlando Division of the U.S. District Court for the Middle District of Florida. Each Party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed against such Party arising under or in connection with this Agreement. If a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the Parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants, or conditions of this Agreement shall in all respects be governed by and determined by the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

19. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City or an individual identified with the data or information in Contractor's custody.
20. **Compliance with Laws and the City's Policies and Procedures:** Contractors are required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect their work in any manner to include the City's Policies which are available for review at [City Procurement Policies and Procedures](#). Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the Agreement award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements. The Contractor shall abide by all OSHA, NFPA, and ADA regulations about the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression/extinguishers, job site first aid kits, and emergency communication, where applicable. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.
21. **Taxes:** The City is exempt from and does not pay federal excise or State of Florida sales taxes.

22. The City may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Agreement price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.
23. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or because of any other matter or condition beyond the control of either Party and which cannot be overcome by reasonable diligence and without unusual expense.
24. **Rights in Data:** The City is and will remain the owner of all data provided to the Contractor by the City under this Agreement. The Contractor will not use such data for any purpose other than as required to perform under the terms and conditions of this Agreement. At no time shall any part of such data be sold, assigned, leased, or otherwise disclosed to third-parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of the Contractor. The Contractor will not possess or assert any lien or other right against such data.
25. **Non-Disclosure:** Each Party is permitted to disclose the other Party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
26. **Mandatory Disclosure of Confidential Information:** If either Party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires to be held confidential, then such Party will provide the other Party with prompt written notice so that such other Party may seek an appropriate protective order or other remedies. If a remedy acceptable to the Party whose Confidential Information is at issue is not obtained by the date that the Party subject to the disclosure requirement must comply with such requirement, then such Party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing Party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
27. **Remedies for Disclosure of Confidential Information:** Both Parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the Party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected Party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each Party hereby waives the posting of a bond concerning any action for injunctive relief. Each Party further grants the other Party the right, but not the obligation, to enforce these provisions in its name against any of such Party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
28. **Quantities:** Any quantities identified in this Agreement are estimates only and in no way obligate the City to purchase these amounts. The City reserves the right to re-negotiate prices if, at any time during the term of the agreement, the City purchases more than the estimated quantities in this Agreement.
29. **Insurance:** At its sole expense, The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and

under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies which contain the following information and provisions:

- i. Insurers must have an AM Rating or A or better;
- ii. The name and type of policy and coverages provided;
- iii. The amount or limit applicable to each coverage provided;
- iv. The date of expiration of coverage;
- v. The designation of the City of Apopka, Florida and Engineer as additional insureds and certificate holders. (This requirement shall not apply to the Worker's Compensation Insurance.); Certificate Holder: City of Apopka, 120 E. Main Street, Apopka, FL 32703
- vi. The following clause must appear on the Certificate of Insurance:
"Cancellation - should any of the policies described above be canceled before the stated expiration date thereof, insurer will not cancel same until at least thirty (30) days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of each of the described policies."
- vii. Primary and Non-contributory language required: Insurance coverages procured by the Contractor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the Owner establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company underwriting the insurance coverage(s) indicated on each Certificate of Insurance.

If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the Owner, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

If the City has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, Owner shall notify

Contractor in writing. Contractor shall provide to the Owner such additional information with respect to its insurance as may be requested.

A. **Commercial General Liability Insurance:** including products and completed operations and contractual liability, arising from any claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This policy must be endorsed or include The City of Apopka, its board members, employees, and representatives as additional insureds using language equivalent to ISO CG2026.

B. **Automobile Liability Insurance:** including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) for each accident. This policy must include The City of Apopka, its board members, employees, and representatives as additional insureds.

C. **Workers' Compensation Insurance:** in statutory amounts and Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) for each accident/disease. This insurance shall apply to all of the Contractor's employees who will be engaged in the performance of the Services under this Agreement.

D. **Pollution Liability Insurance:** Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for three (3) years after completion of contract or "tail" coverage must be purchased. Coverage should include and be for the least minimum limits listed below:

- i. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- ii. Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- iii. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence: \$2,000,000

General Aggregate: \$2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

The Contractor agrees to the following as it relates to its obligations and the insurance requirements of this Agreement:

- i. Insurance Verification: All Contractors must demonstrate their capacity to provide the required insurance as outlined in this Agreement. Each Contractor is required to provide in its response to this Agreement a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above-required insurance. If awarded, the Contractor will then be required to name The City of Apopka as an

additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.

- ii. No work shall begin until proof of insurance is received by the City. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the insurance required by this Agreement. Upon a reasonable request, the Contractor agrees to provide the City with a copy of its insurance policies, forms, and endorsements in their entirety.

All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.

- iii. All insurance shall be primary and not contributory to any other insurance carried by The City of Apopka. This requirement shall also apply to any self-insurance maintained by the City of Apopka.
 - iv. The Contractor shall notify the City within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer about any required insurance.
 - v. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from the City or its insurance. To the extent that the waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by the City had such waiver applied.
30. **Notice:** All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the Parties at the contact information listed below:

The City of Apopka

Attention: Procurement Division
150 E. 5th Street
Apopka, FL 32703
Telephone: 407-703-1607
Email: purchase@apopka.net

The Davey Tree Expert Company

Attention: Richard Close
123 Atlantic Drive, #111
Maitland, FL 32751
Telephone: 267-235-2510
Email: richard.close@davey.com

in all cases, with a copy to:
The Davey Tree Expert Company
Attn: Legal Department
1500 N. Mantua Street
Kent, OH 44240

CONTRACT# 2025-A-206

IN WITNESS WHEREOF, The City has made and executed this Agreement, and the Contractor has made and executed this Agreement on the day and year written below.

CITY OF AOPKA, FLORIDA, a municipal corporation,

DocuSigned by:


10/10/2025

E47587B7C1A84C5...

Radley Williams

Date

Interim City Administrator

CONTRACT# 2025-A-206

SIGNATURE SECTION FOR:

THE DAVEY TREE EXPERT COMPANY

Bj Wd.
Signature

10-10-25
Date

Ben Wasielewski - District Manager
Print Name and Title

NOTARY SECTION FOR The Davey Tree Expert Company

STATE OF Florida

)

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization, this 10th day of October 2025, by Ben Wasielewski as District Manager of The Davey Tree Experts Co. who is ☒ personally known to me OR ☐ who has produced _____ as identification.

Betsabe Santana
Notary Public

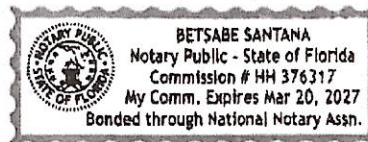


Exhibit A SCOPE OF SERVICES

Services:

1. All work under this contract shall be performed under the supervision of a City Representative (CR) depending upon the service area.
2. The Contractor shall coordinate operations with the designated (CR). The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.
3. The Contractor shall institute a QUALITY CONTROL PLAN for this contract, which shall be submitted with this Bid for approval. The Contractor shall be responsible for and shall verify all quality control actions to the (CR) as directed.
4. Maintenance of Traffic (M.O.T.) shall conform to Florida Department of Transportation's (F.D.O.T.) most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan will be submitted to the CR for approval, at least two (2) working days prior to start of work. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D), I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE CITY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES AND WILL REQUIRE PRIOR AUTHORIZATION BY CR. The cost for maintenance of traffic shall be included in the unit price for the services requested.
5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and City Standards. The Contractor shall be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA.
7. A mandatory Pre-work Conference will be conducted by the (CR) to ensure understanding and cooperation of all parties.
8. The (CR) shall be entitled, at all times to be advised, upon request, of the status and details of work being completed by the Contractor in the format required by the City. The Contractor shall maintain coordination with the (CR) at all times in the course of performing this contract. To effectively communicate with City staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.
9. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the (CR).

- A. The use of sub-Contractors is acceptable and may be necessary to ensure the Awarded Contractors can perform all services required under this contract but does not relieve the Contractor from any other contract requirements. Any non-compliance to contract requirements by sub-contractors will be considered non-compliance by the Awarded Contractor.
 - B. Both the City and the Contractor may request and be granted a meeting upon request in a timely manner. The Contractor shall inform the (CR) daily as to the locations to be worked and the areas completed the previous day.
10. The Contractor must provide everything necessary at the Contractor's expense, including, but not limited to all labor, training, materials, tools, equipment, transportation, hauling, dumping, fertilizers, pesticides, chemicals, supplies, mulch, and other items needed to perform high-quality grounds/landscape maintenance pursuant to the terms defined herein.
 11. The Contractor must provide and perform all of the service requirements listed hereunder by the times required at the Contractor's expense unless explicitly stated that the work is optional or extra.
 12. The Contractor must provide all grounds/landscape maintenance at the listed work sites, including but not limited to pruning, trimming, shaping and training of shrubs, and ground cover plants; removing and controlling weeds; controlling plant diseases and pests; mowing turf, edging turf and ground cover; irrigating plant material; maintaining and repairing irrigation systems; removing trash and debris; and other services required to maintain the work sites in a safe, attractive and useable condition.
 13. The Contractor must maintain all plant material in a healthy condition & appearance using the best industry and horticultural accepted standards for growth, color, and appearance as determined by CR.
 14. For routine work, the Contractor shall notify all residents within the work area of when the work will take place and explain the level of inconvenience involved. This notification shall be by message boards on all subdivision entrances and roadways and approved door hangers to be placed on each house and any vehicles parked on the roadways. The installation of message boards (and associated labor, maintenance, etc.) shall be the responsibility of the Contractor and shall be utilized on all subdivision entrances and roadways as determined by the CR.
 15. Door hangers shall be in place five (5) days prior to commencement of any work in any assigned areas. Message boards shall be in place five (5) days prior to commencement of work in any of the assigned areas. Notification to residents shall include City of Apopka Government Information Number. Copy of door hanger notification per project shall be faxed to the CR. The cost of message boards, door hangers, labor, materials, and associated incidentals shall be included in the unit prices for services provided under this contract. Failure to provide adequate notification may result in termination of this contract.
 1. The contractor will be required to notify CR in writing of placement of Message Boards (Specified Locations) and door hanger notifications.
 16. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and City property at the discretion of the CR. If the Contractor is required to cease operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 PM (noon), the City will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the CR will determine and authorize the extension. The City will verify alleged conditions in the area prior to authorization. Once approved, the City will modify the completion date, accordingly, for the project and will notify the Contractor.
 17. The City will not provide staging or storage areas for the Contractor. On a case-by-case basis, in an area where City surplus property is available, the Contractor may, after obtaining written permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better than condition within

the time period specified on the delivery order. Agreements for utilizing areas for staging shall be in writing and submitted to the City prior to starting operations.

- A. Should the right-of-way be requested for use as staging or storage area, an agreement shall be submitted in writing to the City for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions. No stockpiling of material near roadway curbs, intersections or over sidewalks shall be allowed.
 - B. Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the City.
18. The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on City property is in good safe working order and properly maintained in order to protect the operator and the public. All equipment onsite (including pick-up trucks) shall be identified with the company logo.
- A. All equipment used by the Contractor is subject to inspection by the CR. Any equipment on site, which is deemed by the CR to be inoperable, unsafe, or improper for desired use, must be removed from the premises by the Contractor at the Contractor's expense the same day of the City's determination.
 - B. The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and Contractor employees must be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the City.
 - C. Equipment authorized by the City to be left on the right-of-way or City property after designated work hours shall be placed outside the clear and recovery area and will be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.
19. The Contractor shall dispose of debris in accordance with all Federal, State and Local laws and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.
20. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.
21. The Contractor shall be responsible for and make good of all damage resulting from their activities, both within and beyond the limits of this contract, including, but not limited to, buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. It shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of damage to utilities resulting from Contractor's activities.
- A. When tree services require working within 10' of an energized power line, the Contractor must coordinate activities with the local utility company providing the electric service.
22. The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass

areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

23. Emergency Work:

- A. Emergency work, as determined by the (CR) and shall take place at any time Sunday through Saturday, seven (7) days a week), twenty-four (24) hours a day to include City holidays. The (CR) shall identify and authorize an emergency. In the event of an emergency, as declared by the (CR), the Contractor representative when requested shall be working on site within one (1) hour of notification, prepared upon arrival to perform work (such as removal of tree from an active roadway among others) and have all required equipment and personnel on site within two (2) hours after receiving the initial notification from the City for an emergency call out. The Contractor shall coordinate and work closely with the (CR), maintaining open communication until the project is complete. Upon agreement of the scope of services, a written estimate shall be signed and dated by both parties on site. The Contractor's Representative or (CR) shall immediately forward the signed document to the appropriate Contract Administrator for the issuance of the delivery order. The project shall be listed on the daily report on the next regular working day daily report and identified as an emergency project.
- B. Emergency services will be charged the rates indicated on the price proposal in Section 7, in addition to the Emergency Mobilization Response Fee.
- C. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the emergency. The required equipment and personnel shall be on site within one (1) hour after the Contractor's Representative has evaluated the emergency and determined what is required. All staging and storage areas shall be agreed to and shall be acceptable to the (CR) prior to utilization.
- D. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
- E. There will be no stumps remaining and the stump grinding scope of services will be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a twelve (12) inch depth the Contractor will cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the (CR) before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed; the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area will be cleaned to original or better condition before leaving site. All work associated with an emergency request (including stump grinding, clean up, etc.) shall be completed no later than two (2) business days after authorization from the (CR) to start emergency operations, unless otherwise authorized in writing by the CR. The Contractor shall not leave the area of an emergency project until the threat to the public and/or private property has been eliminated, and the area secured.
- F. A line item is included in the bid item schedule for an Emergency Mobilization Response Fee. This fee shall be applied one time to each emergency response as identified by the (CR) and shall include labor, equipment, materials, manpower, mobilization, demobilization and all incidentals required to perform the emergency work. The Emergency Mobilization Response fee shall not be applied to any response for the purpose of an Arborist report.
- G. The Contractor shall consult with the (CR) prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur one (1) day prior to the day of the scheduled variance and must be agreed to by the (CR). Notification of estimated cost variance shall be immediately discussed with the (CR) for resolution.

- H. All verbal orders issued by the (CR) shall be followed by a written delivery order within seven (7) days after notification. Change orders shall be processed accordingly if warranted.
- I. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the scope of services.
- J. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the scope of services. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on City property in a professional and business-like manner and must wear uniforms identifying the company name.
- K. The Contractor shall designate a competent representative who shall not be replaced without written notice to the (CR) at least twenty- four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will be followed up in writing no later than the next business day.

24. Contractor Responsibility for All Areas: The Contractor shall provide the following:

- A. Weekly reports required that contain the following: areas maintained that week (three pictures required for each area mowed to be submitted to the city), any issues or areas of concern and areas to be maintained the following week.
- B. Monthly reports that include the following: Invoices, amount of litter/trash picked up by area and dates of areas maintained for the month.
- C. Work order reports with photo evidence.
- D. Monthly irrigation inspection reports (with photos) highlighting accomplishments and deficiencies.
- E. Landscaping and tree installations.
- F. Provide for business locations within the City of Apopka for sod and material pick up.
- G. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- H. Provide a project manager that has available communication devices with internet access to ensure proper communication and documentation during operations.
- I. Provide staff with experience and the ability to complete project tasks as specified herein or as directed.
- J. Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- K. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

- L. Perform a site visit to ascertain site conditions, verify and confirm project limits, and measurement quantities.
 - M. Provide all-inclusive quotes (labor, equipment, materials, and any incidental costs) to provide 100% turnkey projects.
 - N. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
 - O. Be responsible for damages caused as the result of completing projects.
 - P. Contractor shall be responsible for the proper disposal of project spoils.
 - Q. Materials and waste shall be disposed in accordance with all applicable laws, ordinances, code, and regulations.
 - R. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by City, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon the City to make an investigation either before or after award of the Agreement, but should the City elect to do so, Contractor is not relieved from fulfilling all Agreement requirements.
 - S. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction.
 - T. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site.
 - 1. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor.
 - 2. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.
25. **Sod Services:** Contractor shall provide for service facilities located within the City to be considered for award. Services shall include sod materials available for pickup from Contractor's location, delivery, installation, rolling, tamping, stapling, pinning, and watering. Services shall include maintenance of traffic (MOT), equipment, tools, materials, labor, disposal of project spoils, and any incidental costs necessary to complete the tasks. This is an indefinite quantity contract with no guarantee that services will be required. The City does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.
- A. **Sod Specifications:**
- 1. Sod and related materials shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction.
 - a. Section 570 Performance Turf, 2024 or latest edition.
 - b. Section 981 Turf Materials, 2024 or latest edition.
 - c. Section 983 Water for Grassing, 2024 or latest edition.
 - 2. Shall be in commercial size rectangles of twelve inches by twenty-four inches (12" x 24") or larger.
 - 3. Shall be a minimum of one and a quarter inch (1 ¼") thickness including a three-quarter inch (¾") thick layer of soil base adhering firmly to the roots to withstand all necessary handling.

4. Pallets shall be four hundred square feet (400 SF).
5. Rolls of sod shall be two hundred and fifty square feet (250).
6. Orders determined to be short shall be supplemented at no additional cost.
7. Shall be fresh cut and shall not be cut more than forty-eight (48) hours prior to installation.
8. A letter of certification from the contractor as to the type of sod and when the sod was cut shall be provided to the CR upon request.
9. Shall be live (not dormant), fresh and uninjured at the time of delivery, installation, or pick up.
10. Shall be free of noxious and invasive weeds, diseases, and insects.
11. Roots shall be healthy and well matted.
12. Sod that is falling apart, in pieces or less than specified shall be rejected at the discretion of the City of Apopka staff.

B. Sod Installation:

1. Shall be installed with the length of the sod parallel to the roadway and edges shall be staggered at a minimum of six inches (6").
2. Shall ensure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids.
3. Shall be rolled or tamped to provide firm contact between the roots and soil and shall be inclusive of the cost provided on the price sheet.
 - a. On slopes of three to one or greater (3:1 or > 3:1), or wherever erosion may be an issue, sod shall be laid with staggered joints and secured with sod staples.
4. The requirement of sod staples shall be noted on the quote.
 - a. Sod staples and pinning service shall be an additional cost and priced per square foot (SF) to include all equipment, labor, and materials.
5. Substandard material shall be removed and replaced at the contractor's expense.
6. Sod staple and pinning services shall be requested as needed.
7. Staples shall be made to the following specifications:
 - a. Twelve (12) gauge.
 - b. Eight (8) inch long by one (1) inch wide.
 - c. Made of non-galvanized metal.
8. Pricing shall include materials and installation per square foot (SF).
9. Rolled sod on playing surfaces shall have a smooth transition from existing turf to new. With no gaps or overlapping of turf.

C. Watering Services:

1. Watering services shall be provided as an additional service for sod or grass seeds that has been installed either by the City or Contractor.
2. Contractor shall maintain the service as directed by CR or until the sod and/or seed is fully established.
3. Watering services shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which is harmful to plant growth.
4. Water shall be irrigated evenly to ensure and maintain peak moisture for grass root establishment under each application.
5. Contractor shall provide a price per square foot/ per occurrence to include all associated fees, labor, equipment, and materials

D. Warranty:

1. Sod shall be warranted to be free of noxious and invasive weeds, disease, and insects.
2. If pests, plants, and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the areas of sod that have been impacted.
3. The process for treating these areas shall be approved by CR.
4. If the sod does not meet any of the above specifications, the Contractor shall be responsible to replace it at no additional expense to the City.

26. **Mowing Services Requirements for Right of Way and MSBU:** Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below. See Attachment A and C for total required mowing area and frequency:

A. Mowing Services:

1. Will be annually, and all areas if ROW and MSBU shall be mowed as agreed upon with the City for the year based on the location, weather conditions, and at the discretion of the City. The Stormwater ponds and Utility Facilities shall be mowed as agreed upon with the City for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted.
2. Contractor shall provide maintenance of traffic in accordance with the most recent edition of the FDOT Standard Plans for Road Construction, the most recent edition of the FDOT Standard Specification for Road & Bridge Construction and the most recent edition of the FHWA Manual on Uniform Traffic Control Devices. During mowing operations traffic shall be maintained in accordance with all federal, state and local rules and regulations. The Contractor will be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
3. Mowing is defined as cutting of grass/vegetation, edging of grass/vegetation, litter pick-up and clean-up of cut grass/vegetation from right-of-way line to right-of-way line. Grass shall be cut to a maximum of 3". Weed eating will be done around all fences, guardrails, signs, sidewalks, concrete headwalls, curbing traffic separators and any & all other vertical apparatuses in the right-of-way. The Contractor shall also keep all fences free of plants and weeds. Sidewalks and medians shall be edged mechanically with each operation; additionally, plants and weeds shall be removed and cleaned off the sidewalks and medians after the mowing operation (no chemical treatment for hard edging). All trash will be picked up and properly disposed of before the regular mowing cycle maintenance is completed. All Work shall be completed within the timeframe cycle as specified herein. Hours of operation will be from sunrise to sunset based on City Ordinances, Monday through Friday, EXCEPT holidays as identified by the City.
4. While it is recognized that some of the actual right of way areas may be mowed by the adjacent property owner, the area is the responsibility of awarded Contractor and shall still require mowing, weed eating, and/or clean up.
5. All debris, construction scrap, landscape or tree trimming, created by the Contractor shall be disposed of in accordance with local laws and regulations. The use of public roads and streets shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or materials spilled from trucks shall be removed by the Contractor and the street cleaned to the satisfaction of the Owner. Contractor shall be responsible for any and all damage to existing facilities whether caused by themselves or their subcontractor. It is highly recommended that Contractor notifies all subcontractors of this liability in an effort to prevent or minimize damage.

B. Monitoring:

1. All mowing, trimming edging, and care will be monitored by the Parks Administrator, Operations and Maintenance Manager or his designee and the Contractor will notify the City via email within 24 hours of completion of each cycle for inspection. Failure to notify the City within this time period will require the Contractor to make an additional cycle at no charge to the City.
2. The City reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by the City for the purpose of ensuring Contractor's performance under the Agreement.
3. Such inspections performed by the City, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement.
4. The City reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.

5. Reporting Schedule Contractor shall provide a quarterly schedule identifying cycles and dates for each location of service (subject to weather conditions), and a monthly progress report identifying the number of cycles for each location. Monthly reports are due no later than the tenth of the following month.
 - a. The contractor is required to provide weekly schedules, a week before, on which areas are going to be mowed.

27. Mowing Expectations:

A. Mowing:

1. All turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
2. Mower blades will be sharp at all times to provide a quality cut.
3. It is not necessary to remove grass clippings as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, contractor will collect clippings until the disease is controlled.

- B. **Edging:** All properties shall be edged with power edger to control encroachment of grass on sidewalks (of any surface), curbing, tree rings, roadways, and parking lots. Edging shall coincide with each mowing service. Edging shall not be considered complete until all undesirable material has been removed from over the above-mentioned areas. Failure to do so will result in non-payment for entire area. Handheld or walk behind edgers will be the only method approved for edging.

- C. **Herbicide:** Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. The chemical type will require approval by the City's Contract Coordinator. The Rate of Herbicide that is applied is to comply with the manufacturer's label. Herbicide shall not be used as a replacement for weed-eating, edging or in areas susceptible to erosion.

- D. **Weed Trimming:** All areas that are inaccessible to mowing machinery such as slopes, ditches, berms, fencing, steep shoulders, etc. shall be weed trimmed. All amenities such as kiosks, benches, trees etc. shall be weed trimmed unless approved by City Contract Coordinator. Herbicide controls may be used for fence lines.

E. Litter Removal:

1. All litter and debris are to be removed during each mowing cycle. Litter and debris removal includes the pickup, removal and disposal of any item not permitted such as but not limited to; cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price bid for mowing. The following shall be "power blown" at the conclusion of each mowing cycle: sidewalks, surfaces, parking lots and building entrance ways.
2. Trash bag report must be provided with every invoice stating the number of trash bags that were used.

F. Cuttings and Trimmings:

1. It shall be the responsibility of the Contractor to remove or disperse any vegetative clippings from hard surfaces following mowing. Under no circumstance are drainage structures to be used as disposal sites.
2. Clippings will be swept, blown, or vacuumed from sidewalks, patios, curbs, and roadways immediately after mowing or edging. They will not be blown into storm drains. Blowers shall not be used in parking lots. Any damage to vehicles, including damage from vegetative debris and grass clippings, is the responsibility of the contractor.

3. Mowing must be directed away from water bodies and impervious surfaces. Turfgrass clippings are a source of slow-release nitrogen. Leaving the clippings, rather than removing and bagging them, reduces both fertilization needs and the amount of plant material that must be disposed. Note: no plant material is allowed in Florida landfills. No readily visible clumps shall remain on the grass surface after mowing. Large clumps of clippings will be raked into the turf or immediately collected and removed by the contractor.

28. Mowing Service Requirements for Facilities, and Parks and Recreation:

A. Mowing Services:

1. Will be annually, and all buildings with St Augustine grass shall be mowed as agreed upon for the year based on the location, weather conditions, and at the discretion of the City. The facilities with Bahai grass shall be mowed as agreed upon for the year as determined by the City. There is a possibility of increasing or decreasing the cycles in the future to accommodate weather conditions or other changes by the City. The selected Contractor is required to have the capability to increase or decrease cycle loads and locations as determined and requested by the City. Any future location additions or amendments will be based on the comparative unit pricing submitted

B. Mowing Expectations:

1. Mowing:
 - a. In addition to meeting the mowing specification in section 3.4, Contractor must also meet the requirements listed below:
 - i. All Bahia turf areas shall be cut to a uniform height of no less than three and one-half inches (3½ ") Contractor shall make every effort not to cause "scalping" while mowing any area. Any turf or hardscape area that has been damaged by equipment shall be fixed or replaced at no cost to the City.
 - ii. All St Augustine turf shall be cut to a uniform height of no less than four inches (4").

- 29. Landscape Bed Maintenance Service Requirements for All Areas:** constitutes professionally maintaining all landscape areas within designated City properties. Plant maintenance shall include, but not be limited to shearing, pruning, mulching, weeding, fertilizing, chemical applications of insecticides I fungus, straightening, and all other care required for property health and vigorous growth of the plants. Prior to removal of deceased/dying plant material, the Contractor shall obtain City authorization.

The written results of work completed along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the City's Contract Coordinator within twenty-four (24) hours of the completion of each cycle.

A. Method of Operations:

1. All mulched areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. Removal of dead shrubs and groundcover shall be included under routine Landscape Bed Maintenance. The Contractor shall notify and obtain approval by the City's designated Contract Coordinator prior to removing dead material.
2. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental pruning to keep pedestrian clearance at no less than 6" inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (L.S.A.) Standards. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections shall occur on all shrubs according to local Engineering and I.SA standards.

B. Pruning:

1. Pruning of shrubs and other specimen plants will not be permitted without pre- approval and consent of the CR.
2. Pruning shall be provided to encourage a healthy natural growth pattern for each specific plant variety. All shrub pruning should level and develop a healthy branching structure. If a plant species blooms year-round, then pruning shall be performed in the spring after the first flush of blooms.
3. Grouped plantings shall be allowed to form masses appropriate to the species. Power-shearing and hard-cut pruning is not permitted without the pre-approval of the CR.
4. Pruning shall include but not be limited to removal of vegetation, which is dead, damaged or diseased. Removal of dead or faded flowers shall be performed on an as needed basis.
5. Large shrubs (Hollies, Junipers, are to be kept A symmetrical and water sprout free. Side shoots and branches may be "headed back" but are to be left on and encouraged on any tree that still requires bracing or staking. This is to encourage more rapid trunk growth and strengthening.
6. The contractor is required to remove all pruned materials and debris from the site after each service.
7. Plant growth regulators can be applied only if approved by the CR.
8. Contractor will be required to follow current recommended sterilization practices on pruning tools where needed to isolate the spread of disease.

C. Quality:

1. Shrubs, groundcovers, sod, and materials damaged by the Contractor or neglected diseased plants left untreated shall be replaced or reworked by the Contractor at his/her expense.
2. Replacement plants shall conform to the species/variety, grade, standard, and size to match existing plants.
3. Replacement material, which is smaller or otherwise different from the original plants, must have prior City approval.
4. All replacement material must have prior City approval. Contractor shall not be responsible for acts of God such as freeze damage or heavy storms that create unusual cleanup, pruning or replacements in excess of the normal scope of these services.

D. Pest Control/Weeding:

1. All areas within landscape beds must be mulched and maintained weed free. Ornamental beds, hedge areas, and tree basins will be kept weed free by such mechanical means as hoeing or hand pulling, and/or by herbicide applications. Where chemical weed control is thought to be necessary, contractors are encouraged to use the least toxic, target-specific materials and methods.
2. Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
3. Weeds and grass in beds or mulched areas will be removed by hand or selectively by chemical, provided that chemicals will not result in damage to plants or leave an unsightly appearance.
4. Weeds along and in the pavement edge of curb lines of hardscaped medians/walkways containing landscape materials shall be addressed each service cycle to discourage the rapid reoccurring growth within the expansion joints areas.
5. The cost of work and materials for pest control/weeding shall be included in the unit price bid for Landscape Bed Maintenance.
6. Machine edge all beds and power blow any clippings from impervious areas. IPM is the coordinated use of pest and environmental information and available pest control methods to prevent unacceptable levels of damage by the most economical means with the least possible hazard to people, property and the environment. This will include constant monitoring and spot treatment as necessary using least toxic methods available per industry best management practices.
7. **All bags and debris are to be removed that day of service, no exceptions.**

E. Application of Insecticide and Fungicides:

1. Planting beds attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any shrubs, or trees deemed to be infested by the CR per consultant recommendations.
2. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County and City, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Bed Maintenance.
3. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Contract Coordinator, work shall be completed within two (2) days from time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

G. Fertilization:

1. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Shrubs, and ground covers shall be fertilized with a slow-release fertilizer at the rate of no more than one pound of nitrogen per 1,000 square feet of planting area. The fertilizer shall contain both nitrogen and potassium, in slow-release form. A soil test should be used to determine if magnesium (Mg), and minor elements such as iron and manganese are needed. If the soil test indicates that these elements are needed, fertilizer should contain 3% - 5% magnesium (Mg) and 1%- 2% of iron and manganese.
2. Fertilizer type depends on soil conditions. Nutritional deficiencies may develop due to soil conditions, such as alkaline pH or compacted soils, or damaged and diseased root systems. Deficiencies of specific nutrients shall be treated with applications of the needed nutrient in accordance with UF/IFAS recommendations until deficiencies are corrected.
3. Fertilizer shall be broadcast around plants uniformly but will never directly contact stems and trunks.
4. Fertilization scheduling shall not exceed the recommendations from the UF/IFAS Extension Service and should comply with the Green Industries Best Management Practices, and state and local ordinances. Local fertilizer regulations may prohibit the use of nitrogen fertilizers during the summer months.
5. Application
 - a. Two applications of fertilizer to all City property landscape beds shall be applied in the spring/ fall. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Bed Maintenance.

H. Herbicide:

1. Herbicide constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the City's Contract Coordinator.
2. The Contractor shall keep all planted areas free of weeds. Weeds in the landscape (shrubs and ornamentals) shall be controlled by mechanical removal and /or with pre-emergent and post-emergent herbicides.
3. Herbicides shall not be applied when there is a danger of winds that could cause spray drift and damage to surrounding landscape areas.
4. A non-selective post-emergent herbicides will need City approval prior to use and must conformance with the manufacturer's instructions. The application of pre-emergent herbicide

should be considered and incorporated into the schedule. Selective herbicides shall be approved by the City's Contract Coordinator. The cost of all work and materials for herbicide shall be in the unit price bid for Landscape Bed Maintenance.

5. Note: Herbicides shall not be used as a substitute for planter bed edging.
6. Quantity and Frequency of Herbicide Treatment.
 - a. The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.
7. Limitation of Operations:
 - a. Herbicide treatment will be on an as-needed basis during the cycles for Landscape Bed Maintenance. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at his/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.
8. Quality:
 - a. If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the City. Overspray of herbicide resulting in plant or turf mortality will result in replacement at no additional expense to the City.
 - b. All above work is to be included with the unit landscape bed cost.

I. Mulching:

1. Mulching constitutes providing and placing Mini-Pine Bark Nuggets mulch and Pine Straw mulch in designated areas.
2. Quantity and Frequency of Mulching:
 - a. Mini-Pine Bark Nugget and Pine Straw mulch (as determined by site through CR shall be installed as directed in all designated Landscaped Beds in a settled manner to a depth of three (3") inches. All bed line edges will be trenched to help contain the applied mulch. One application of mulch to all landscape beds shall be applied in the spring. The cost of all work and materials for mulch for a single three (3") inch level application for all the beds and trees rings shall be in the unit price for mulch for the entire property.
3. Method of Operations:
 - a. Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.
4. Quality:
 - a. Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards.

J. Turf Maintenance (St Augustine/Zoysia):

1. Application of Insecticides and Fungicides:
 - a. Turf attacked by or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the CR prior to the application of insecticides and fungicides. The Contractor shall also treat any turf deemed to be infested by the CR per consultant recommendations.
 - b. The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.O.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Landscape Turf Maintenance.
 - c. Disease and other pests shall be identified and reported to the City with recommendation of remedial treatment within hours of the site visit. If directed by the City's Parks Administrator or Contract Coordinator, work shall be completed within two (2) days from

time of notification. Upon City approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

2. **Fertilization:**

- a. The Contractor shall utilize the formulas and amounts for fertilization indicated below. Prior to application, the Contractor is required to supply the City's Contract Coordinator with the fertilizer label and a sample of the fertilizer to be spread. Turf shall not be fertilized when heavy rain is expected. A "Ring of Responsibility" will be left around or along water bodies. The Ring of Responsibility shall extend at least 10 feet from the edge of the water. Fertilizers must contain slow-release nitrogen and will be applied at the rate of no more than one pound of nitrogen per 1,000 square feet. This is calculated by dividing the percentage of nitrogen into one hundred. (Example: If the ratio 15-0-15 is used, then 6.6 pounds of the fertilizer will be spread over 1,000 square feet of lawn area).
- b. Formula: The formula to be used on all the turf shall be 15-0-15 with micronutrients, or any other comparable fertilizer approved by the CR.
- c. Rate: This fertilizer shall be applied in turf areas annually in the spring at the rate of 6.6 pounds per 1000 square feet
- d. Application: Two applications of granular fertilizer to all city property landscape and turf shall be applied in the spring/ fall. A liquid iron treatment with miners shall be done to all St Augustine and Zoysia turf as needed. The cost of all work and materials for fertilizing shall be in the unit price Proposal for Landscape Turf Maintenance.
- e. All above work is to be included the unit landscape Cost.

3. **Herbicide Turf Treatment for St Augustine and Zoysia Grass:**

- a. Contractor is responsible for all post and pre-emergent chemical applications. Post emergent applications shall be done monthly and pre-emergent applications shall be done once in spring and once in the fall to all St Augustine and Zoysia turf using approved herbicides.

L. Litter/Debris Removal:

1. **Litter Removal:** All litter and debris are to be removed during each trash maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any item such as cigarette butts, wood, landscape debris, signs, tires, cans, bags of trash, used staking and guy wires, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. (Contractor is to provide own City approved Liners for trash cans
2. **Pavement/Walkway Debris Removal:**
 - a. All debris is to be power blown/vacuumed/swept removed during each maintenance service cycle. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as leaves, sticks, branches, cigarette butts, wood, landscape debris, etc., which will result in an objectionable appearance
 - b. All pavement areas shall be blown during each service Mondays and Fridays. If landscape maintenance occurs on a Monday or Friday.
 - c. Litter/Debris Maintenance Service shall not be additionally charged. This includes parking lots, building entrances, and court yards.
3. **Frequency of Trash Maintenance:**
 - a. TRASH Cycles at 104 cycles per year. Mondays and Fridays for all 52 weeks.

M. Tree and Shrub Maintenance:

1. The Contractor shall prune all plants from the edges of buildings, roads, driveways, fences and sidewalks to ensure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All incidental tree pruning to keep the facility trees and shrubs for clearance shall be done according to International Society of Arboriculture (I.S.A.) Standards.
2. Pruning shall provide a neat and well-manicured appearance. Pruning for site distance at intersections will occur on all trees and shrubs according to the I.SA standards.
3. All trimming cost shall be built with the turf maintenance unit cost.

4. All incidental tree pruning to keep pedestrian clearance at no less than ten feet (10') above pavement and no less than six (6") inches back from edge of pavement from encroaching shrubs shall be done according to International Society of Arboriculture (I.S.A.) Standards.
5. Pruning for site distance at intersections will occur on all trees and shrubs according to local Engineering and I.S.A. standards. Hedges shall be maintained set a specific height as to locations All Palms shall be pruned once a year removal of old boots and dead fronds. No trimming of green fronds above nine (9) and three (3).
6. All Crape myrtles shall only be pruned with hand pruners on branch diameters of one (1") inch or less during the dormant winter period.
7. Contractor will be required to remove and dispose of all vegetation including but not limited to vines, seedlings, weeds and sucker growth from shrubs, trees and plants that have grown on, within, around, through or on top of all trees, shrubs.
8. Any major tree surgery or tree removal, which becomes necessary through no fault of the Contractor, shall be at the City's expense.

30. Irrigation Service Requirements for All Areas:

- A. The contractor shall be responsible for the labor and supervision needed to make minor irrigation repairs to the lateral lines, risers, valves, electrical, and sprinkler heads/ rotors of the irrigation system up to six (6") inches in diameter as required to keep the system operating.
- B. The irrigation shall be capable of providing one- and one-half inches (1 ½") of water to all turf and shrub beds each week or as often as required to provide a uniform, lush green landscape appearance. The system shall be adjusted during the various seasons. The contractor shall be required to make all repairs within a minimum twenty-four (24) hour period or sooner as requested by the City's Contract Coordinator. Some case immediate response for shutting down breaks or stuck valves we be required. Any form of damage to the irrigation system must be reported to the CR immediately upon discovery.
- C. Irrigate as necessary during periods of little or no rainfall unless there is an automatic irrigation system in place. Supply any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimal health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the contractor. If plant material dies due to the lack of water the contractor shall be responsible for replacement at no cost to the City.
- D. A written irrigation inspection schedule shall be provided by the contractor to the CR. The contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over- watering or insufficient watering.
- E. The contractor shall submit a written quote for any new irrigation installs and designs to CR.

31. Tree Service Requirements for All Areas:

- A. **Technical Provisions:** Tree trimming and related services includes, but is not limited to labor, materials and equipment necessary to provide tree trimming, tree removal, stump grinding/removal, root grinding, Arborist evaluation/recommendations and clean up as well as technical assistance and the ability to respond to emergencies as determined by the City including storm related/adverse weather condition emergencies.
 1. The tree trimming height over sidewalks shall be a minimum of ten (10) feet and over the roadways a minimum of fourteen (16) feet. The Contractor shall specify the height on the written estimate to be approved by the CR. Symmetry of trees in the right-of-way shall be maintained at all times, unless otherwise authorized by the CR.
 2. The Contractor shall perform all work in such a manner as to provide a minimum of inconvenience to the residents of the area.
 3. For any tree coming from private property with limbs encroaching over the right-of way, the CR will provide specific instructions as to how to handle the trimming. However, all work must be performed within the limits of the right-of-way, not inside private property. If any service is

anticipated to take place on adjoining private property, the Contractor is required to have prior authorization from the CR through a "Right of Entry" form, and contact the property owner prior to enter the property. The CR will complete, sign, and obtain the signature of the property owner on the "Right of Entry" form. This completed form must also be submitted with Invoice and other pertinent backup. If, when preparing to cut or trim trees in the right-of-way, a citizen protests, objects or attempts to halt the work, the Contractor shall immediately stop work and notify the CR.

4. The Contractor shall make every effort to contact, in a timely manner, the CR should they receive a citizen complaint of a potentially unsafe situation as it pertains to trees in the right-of-way, (i.e. rotted tree, fallen tree, etc.). The Contractor shall document the time and place of the complaint, and the time the CR was contacted with the information and document the phone call on the daily report to be submitted the following day.
5. The Contractor shall submit a daily report (spreadsheet) identifying all assigned projects to include but not limited to: project name, current project status, percent of project completed, delivery order number, start and completion dates, etc. This report is required to be submitted no later than 9:00AM every morning or as directed by the CR.
6. The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and/or on private property adjacent to the work area. If there is possibility of damages to turf due to site conditions or constraints it shall be the Contractor's responsibility to advise the CR in writing prior to starting operations on any given project.\
7. The Contractor shall leave the work area and adjacent areas free of any accumulated rubbish and surplus materials on a daily basis unless otherwise directed by the CR.
8. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. This requirement includes the work-site clean-up which shall be left equal to or cleaner than pre-work conditions.
9. All wood, chips, and other debris shall become the property of the Contractor and be disposed of at no expense to the City and in accordance with all local laws and ordinances.
10. The Contractor shall guard against tree damage. Climbing irons, spurs and spikes are permitted only during removal of a tree. Any tree damage caused by the Contractor shall be repaired to the satisfaction of the CR, at no cost to the City.
11. The Contractor shall comply with the most current revision of the American National Standards Institute (ANSI) Z133.1 - 2006 Safety Requirements for Arboricultural Operations.
12. The Contractor shall conform to the latest version of the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1 - Pruning. Pruning procedure or type shall be specified, along with objectives of pruning to be performed.

B. Routine Work:

1. Tree work shall take place between the hours of 7:00 A.M. and 3:30 P.M. Monday through Friday. The CR shall contact the Contractor requesting a site meeting for new proposed projects. Within two (2) business days of notification, the Contractor and the CR shall conduct a joint inspection of the proposed work area(s) and discuss the scope of the work to be accomplished. The Contractor within two (2) business days after the meeting shall submit detailed written estimate(s) of work to be performed to include an estimated performance period for the work to be accomplished.
2. Tree Removals/Stump Removals/Tree Root Grindings: The contractor shall have ten (10) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
3. Tree Elevations/Tree Pruning: The contractor shall have fifteen (15) business days from the date of joint inspections to complete work on written estimate unless otherwise approved by CR.
4. Upon agreement of the scope and scheduled start/finish dates for the project(s), the written estimate(s) (Attachment A) shall be signed, dated by both parties. The Contractor's Representative shall immediately forward the signed document to the Roads & Drainage main office for the issuance of the delivery order(s). The Contractor shall complete all work (including

- stump grinding, clean up, etc.) within allotted time frame, unless otherwise authorized in writing by the CR.
5. Contractor will be required to make themselves available for field meetings with CR and HOA Representatives as needed to discuss and agree on how tree elevations will be performed as it relates to aesthetic and symmetrical appearance of the trees. Contractor is required to submit all Maintenance of Traffic (M.O.T.) plans to CR for approval prior to commencement of work.
 6. The Contractor's Representative shall determine the type of equipment and manpower necessary to handle the work. The City does not provide staging and/or storage areas. The Contractor must acquire written approval to utilize any area for staging and/or storage from the property owner and submit that with a written request for utilization to the City for final approval. All areas disturbed shall be restored to original or better than conditions as part of the project within the allotted time frame on the delivery order.
 7. The Contractor shall provide sufficient experienced, well-trained crews to operate needed equipment and provide substitute crews as needed to remove and/or trim trees as well as grind stumps and roots as requested and designated by the CR. The Contractor shall cut and/or trim the tree and all branches exceeding three (3) inches in diameter, into manageable pieces, and chip all remaining parts of the tree, including, but not limited to, the root ball.
 8. There shall be no stumps remaining and the stump grinding scope of services shall be adhered to at all times unless site conditions prevent it. Should there be any condition preventing the Contractor from grinding the stump to a 12-inch depth the Contractor shall cease stump grinding activity, cut the stump flush with grade and coordinate a resolution with the CR before proceeding. Any tree that has fallen and the root ball is exposed and/or unearthed, the root ball removal shall be included in the unit cost for removal of the tree. The Contractor shall remove all cut tree debris from the site and the area shall be cleaned to original or better condition before leaving site within the time period specified on the delivery order.
 9. No routine work shall begin without a delivery order in hand. The signed work request does not constitute authorization to commence work, until a delivery order is issued. On occasion, due to a delay in the processing of the delivery order, it may be necessary to begin the work; the Roads & Drainage main office, with approval by senior management and the Procurement Division, shall provide written authorization to the Contractor to proceed with the work without the required delivery order.

C. Hazardous Trees:

1. Reporting:
2. If any person engaged in trimming or pruning becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, s/he shall report such tree(s) to the CR. Such trees shall include those that are over mature, diseased, or showing signs of decay. This reporting is considered part of the scope of services for this contract. Additional compensation will not be provided to the Contractor.
3. Diagnosis:
 - a. Any hazardous trees reported to the City as such shall be inspected by the CR. At the time, a decision shall be made whether to remove the trees or to request an Arborist Report for further evaluation.
 - b. The City will request detailed Arborist's reports as needed. The Contractor shall provide details on condition, findings, recommendations, etc. for specified trees as requested by the CR. The Arborist Report shall be submitted within two (2) business days after a request has been made. The cost for this report shall be inclusive of all labor, materials and incidentals needed for field evaluation of trees.

D. Tree Trimming:

1. The Contractor shall only trim or remove trees within the City right-of way unless otherwise directed by the CR. The right-of- way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the Contractor shall request instruction from the City as to the right-of- way limits.
2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. Remaining stubs must be less than 1"

- upon completion of the project. The Contractor shall remove and maintain live branches to maintain the natural shape and appearance of the trees and they shall maintain a collar on lateral branches. The Contractor shall not flush-cut larger branches.
3. Mutilation and loss of characteristic shape of the tree shall be prohibited. The Contractor shall perform selective removal of complete limb(s) rather than excessive clipping with pruners, (i.e. hedge trimming effect shall be avoided). Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.
 4. Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.
 5. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of fourteen (14) feet above the travel portion of the street at the curb line and ten (10) feet above the sidewalk. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.
 6. All tree pruning shall be regulated by the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, Tree, Shrub, and Other Woody Plant Management - Standard Practices, Part 1- Pruning.
 7. The following standards shall be applied to all tree trimming:
 - a. The trees shall be pruned by removal of all dead, diseased, broken and crossing branches.
 - b. Live branches shall be removed to maintain the natural shape and appearance of the trees. Mutilation and loss of characteristic shape of the trees shall be prohibited.
 - c. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners (i.e., a "hedge trimming" effect shall be avoided).
 - d. The final saw or pruner cuts shall be made just outside the branch collar on the parent limbs or trunk of the tree.
 - e. Limbs shall be pre-cut, using a three-cut technique to prevent splitting or stripping of bark. Ropes shall be used for lowering cut branches where necessary to prevent damage to trees, conductors, fences, cars and other property.
 - f. No "hangers" shall be left in the trees after pruning is completed. All old stubs shall be removed.
 - g. While maintaining a healthy tree crown, the lower branches of the tree shall be raised to a minimum height of fourteen (14) feet above the traveled portion of the street at the curb line and to a minimum height of ten (10) feet above the sidewalk and lawn extension areas. Symmetry of trees in the right-of- way shall be maintained at all times, unless otherwise authorized by the CR.
 - h. Tools used to prune diseased trees or trees suspected of disease shall be disinfected before being used on another tree.
 - i. Any modifications from the above section shall be agreed to in advance in writing by the CR.
 - j. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR.
 - k. All costs associated with tree trimming operations including clean up and disposal shall be included in the unit cost for the services.

E. Tree Removal:

1. Trees shall be removed by use of tree-shears, brush hogs, shredders, hydroaxes, chain saws or other suitable equipment. Trees shall be cut as close to the ground as possible with exceptions for rough topography, fence lines or other obvious places where such cutting height is not possible.
2. Under no conditions shall any accumulation of brush, limbs, logs or other debris be allowed in such a manner as to result in a hazard to motorists or pedestrians or to remain on location longer than the time work is performed on the site. Debris in the roadway surface, resulting from the work, shall be removed immediately to avoid possible hazardous conditions. The tree lawn and turf area shall be left in a "lawn raked clean" condition upon completion of any work.

Sidewalks, curbs, gutters and pavement areas shall be left in a "broom cleaned" condition upon completion or work.

3. For fallen trees with exposed root balls, the root balls shall be cut free from the soil and removed, roots shall be cut flush with grade, the area shall be raked smooth and surrounding finished areas (sidewalks, curbs, gutters and streets) swept and cleaned of all vegetation and debris.
4. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with tree removal operations including clean up and disposal shall be included in the unit cost for the services.

F. Stump Grinding/Removal:

1. Stump diameter will be determined by the diameter of the tree itself (roots not included). Exceptions to this rule may be made at the discretion of the CR. Any request for an exception must be made before removal of the tree. The Contractor shall grind all stumps twelve (12) inches below the soil surface. Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor. The stump hole shall be filled, tamped and mounded at three (3) inches high to allow for decomposition of root mass. Any stump grindings strewn on the street or sidewalk shall be removed and placed on the grass area around the stump hole by the Contractor before leaving the site.
2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with stump removal operations including clean up and disposal shall be included in the unit cost for the services.

G. Tree Root Grinding:

1. On specified locations, as directed by the CR, the Contractor shall remove roots up to twelve (12) inches below grade, driveway, sidewalk, or ramp as required. The Contractor shall rake the soil smooth removing all debris (roots, wood chips, concrete, etc.) re-compact disturbed areas, and sweep all finished areas (sidewalks, curbs, gutters and streets). Excess debris/wood chips/grindings resulting from this operation shall be removed from the site and properly disposed of by the Contractor.
2. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with root grinding operations including clean up and disposal shall be included in the unit cost for the services.

H. Palm Tree Trimming/Pruning:

1. The Contractor shall only remove dead fronds (palm leaves). Live, healthy fronds shall not be removed. The removal of live fronds shall be limited to those that are broken or severely chlorotic or potentially hazardous. Fronds shall be removed carefully to avoid damage to living tissue. Fronds shall be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed if deemed to be a safety risk. To avoid transmitting disease- causing organisms on pruning tools, the Contractor shall disinfect tools before and after pruning individual trees. A disinfectant (such as Clorox or rubbing alcohol) shall be used on pruning tools before and after pruning individual trees. Climbing spikes or spurs shall not be used to climb palms for pruning.
2. If the tree is injured during the pruning process as a result of the Contractor's non-compliance to scope of services or industry standards, the Contractor shall remove the damaged tree and replace with a tree of the same type and size or better at no cost to the City.
3. The Contractor shall complete all requested work within the specified time frame on the delivery order, unless otherwise authorized in writing by the CR. All costs associated with palm tree trimming operations including cleanup and disposal shall be included in the unit cost for the services.

I. Liquidated Damages: \$

Contractor must agree to commence work on date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the consecutive calendar days

indicated under the scope of work thereafter. Contractor must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day if deficiencies, upon final inspection are not corrected within two (2) business days of City notification to Contractor of deficiencies.

J. Final Inspection: Upon written notice from the Contractor that the project is complete, the CR shall make a final inspection, within two (2) business days, with the CR, the Contractor will create a punch list and both parties will sign the punch list. A copy of the punch list will be provided to the CR that day or the following business day at the latest including the performance end date for correcting the punch list items. The Contractor shall correct all deficiencies within two (2) workdays or as agreed to by the CR and before final acceptance and payment is made. If a re-inspection is required, the City will assess liquidated damages as listed in Paragraph I of this agreement, until deficiencies are corrected and all work is in compliance. The fee is assessed to offset the additional City labor cost and vehicle usage required to do additional inspections. The fee shall be deducted from the final invoice for the services.

32. Delivery and Acceptance:

- A. Contractor's Project Manager shall schedule a site visit with the City of Apopka staff to review the project limits and measurement quantities.
- B. City of Apopka staff shall inspect the project site after notice of project completion.
- C. Should the inspection not meet the contract specifications, the material shall be removed and replaced at the Contractor's expense.

33. Proceed with Work:

- A. An approved Purchase Order will serve as notice to the Contractor to proceed. All work must be coordinated through the City. The Contractor will not perform any work without a fully executed Purchase Order from the City. No mobilization on site will occur until all required pre-work submittals are submitted and accepted by the City.
- B. All tasks and work performed must adhere strictly to the scope, terms and conditions outlined in the contract. Any work conducted beyond the specified scope will result in immediate termination to the contract.
- C. Work shall be performed in accordance with recognized sound safety standards and any equipment, supplies and products shall be used in accordance with the manufacturer's technical specifications.
- D. All Change orders, amendments, etc., can only be signed by the City Administrator, who is the Authorized signer for the City. There will be no change orders, work orders, or other documents signed in the field.

34. City of Apopka Responsibility:

City Shall:

- A. Reserve the right to add or remove services in conjunction with the City's needs.
- B. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
- C. Reserve the right to dismiss Contractor's staff from project work site for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

FEES FOR SERVICES

1. **Price Adjustments:** Prices offered shall remain firm through the initial period of this Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the anniversary date of the Agreement. Price adjustments must have written approval from the City's Procurement Division before invoicing. Any purchase orders issued by the City before the approval of the price increase will not be modified. Any unit price adjustment invoiced without written approval from the City shall not be paid and the invoice returned to the Contractor for correction.

Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months. The CPI shall not be seasonally adjusted. The City reserves the right to request a reduction in Agreement prices equal to the percentage of change of the CPI in the event of a reduction. The Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum of 30 days before the effective change.

2. **Labor Rate:** The labor rate submitted by the Contractor shall be billed to the City, and shall be inclusive of all labor expenses including, but not limited to, full compensation for the Contractor's labor, and any other cost, including overhead. Billable time will start once the Contractor's personnel arrive at the City in which the work is to be performed. The City will not pay for travel time to any City site.

Item	Description	Davey Tree Expert Company	
		UOM	Unit Cost
1	ROW Mowing	acre	\$ 57.00
2	MSBU Mowing	acre	\$ 57.00
3	FAC and REC Mowing	acre	\$ 57.00
4	Edging of sidewalks /curbing	LF	\$ 0.05
5	Bed/planter maintenance-weeding, pruning and trimming	acre	\$ 57.00
6	Litter/trash pick-up without mowing	acre	\$ 57.00
6b	Litter/Trash pick-up with mowing	acre	\$ 2.00
7	Weed Chemical Spraying, cost to include chemicals.	LF	\$ 0.07
8	Pruning/Elevations 0" to 12" in diameter at breast height	Each	\$ 33.00
9	Pruning/Elevations 12.1" to 24" in diameter at breast height	Each	\$ 66.00
10	Pruning/Elevations 24.1" to 36" in diameter at breast height	Each	\$ 100.00
11	Pruning/Elevations 36.1"" to 48" in diameter at breast height	Each	\$ 133.00
12	Pruning/Elevations 48.1" to 60" in diameter at breast height	Each	\$ 166.00
13	Pruning/Elevations 60.1" to 70" in diameter at breast height	Each	\$ 200.00
14	Pruning/Elevations 70.1" or more in diameter at breast height	Each	\$ 250.00
15	Tree Removal 0" to 12" in diameter at breast height	Each	\$ 500.00
16	Tree Removal 12.1" to 24" in diameter at breast height	Each	\$ 2,400.00
17	Tree Removal 24.1" to 36" in diameter at breast height	Each	\$ 3,200.00
18	Tree Removal 36.1" to 48" in diameter at breast height	Each	\$ 4,200.00
19	Tree Removal 48.1" to 60" in diameter at breast height	Each	\$ 5,600.00
20	Tree Removal 60.1" to 70" in diameter at breast height	Each	\$ 7,200.00
21	Tree Removal 70.1 or more in diameter at breast height	Each	\$ 8,400.00
22	Stump Grinding/Removal 0" to 12" in diameter at breast height	Each	\$ 125.00
23	Stump Grinding/Removal 12.1" to 24" in diameter at breast height	Each	\$ 200.00
24	Stump Grinding/Removal 24.1" to 36" in diameter at breast height	Each	\$ 300.00
25	Stump Grinding/Removal 36" to 48" in diameter at breast height	Each	\$ 400.00
26	Stump Grinding/Removal 48.1" to 60" in diameter at breast height	Each	\$ 500.00
27	Stump Grinding/Removal 60.1" to 70" in diameter at breast height	Each	\$ 600.00
28	Stump Grinding/Removal 70.1" or more in diameter at breast height	Each	\$ 700.00

29	Tree Root Grinding 0" to 12" in diameter at breast height	Each	\$ 125.00
30	Tree Root Grinding 12.1" to 24" in diameter at breast height	Each	\$ 200.00
31	Tree Root Grinding 24.1" to 36" in diameter at breast height	Each	\$ 300.00
32	Tree Root Grinding 36.1" to 48" in diameter at breast height	Each	\$ 400.00
33	Tree Root Grinding 48.1" to 60" in diameter at breast height	Each	\$ 500.00
34	Tree Root Grinding 60.1" to 70" in diameter at breast height	Each	\$ 600.00
35	Tree Root Grinding 70.1" or more in diameter at breast height	Each	\$ 700.00
36	Palm tree treatments, includes any chemicals needed for treatment	Each	\$ 50.00
37	Palm tree trimming	Each	\$ 100.00
38	Arborist's Report	Each	\$ 200.00
39	Emergency Mobilization Response Fee	Each	\$ 185.00
40	MOT Set Up/Public Notification	Each	\$ 1,200.00
41	Solid Cut Sod - Picked up from Vendor location - Bahia (Argentine)	SF	\$ 0.60
42	Solid Cut Sod - Picked up from Vendor location - St. Augustine (Provista, Floratam and Seville)	SF	\$ 0.64
43	Solid Cut Sod - Picked up from Vendor location - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 0.88
44	Solid Cut Sod - Picked up from Vendor location - Zoysia	SF	\$ 0.80
45	Solid Cut Sod - Delivered to any site within the City of Apopka - Bahia (Argentine)	SF	\$ 0.60
46	Solid Cut Sod - Delivered to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	SF	\$ 0.64
47	Solid Cut Sod - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 0.88
48	Solid Cut Sod - Delivered to any site within the City of Apopka - Zoysia	SF	\$ 0.80
49	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bahia (Argentine)	SF	\$ 1.30
50	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - St. Augustine (Provista, Floratam and Seville)	SF	\$ 1.38
51	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.82
52	Solid Cut Sod - Delivered and installed to any site within the City of Apopka - Zoysia	SF	\$ 1.72
53	Sod Staple / pinning	SF	\$ 0.10
54	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
55	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
56	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
57	Sod Rolls - Delivered to any site within the City of Apopka - Bermuda (Bimini, 419 and Northbridge)	SF	\$ 1.00
58	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
59	Sod removal - Removal and disposal of existing debris	SF	\$ 0.33
60	Rate for all labor that does not require any equipment	Hour	\$ 130.00
61	Watering Services	SF	\$ 0.10
62	Bed maintenance	Acre	\$ 3,600.00
63	Fertilizing	Acre	\$ 225.00
64	Turf maintenance	Acre	\$ 57.00
65	Mulch Services - Mini-Pine Bark Nuggets	Acre	\$ 18,000.00
66	Mulch Services - Pine Straw	Acre	\$ 7,000.00
67	Pest control	Acre	\$ 57.00
68	Weed control services	Acre	\$ 57.00
69	Application of insecticides and fungicides	Acre	\$ 57.00

70	Herbicide	Acre	\$ 57.00
71	Edging and weed trimming	Acre	\$ 57.00
72	Litter/Debris Removal	Acre	\$ 57.00
73	Shrub Maintenance	SF	\$ 5.00
74	1" Electric Valve (Hunter ICV)	Each	\$ 80.00
75	1-1/2" Electric Valve (Hunter ICV)	Each	\$ 145.00
76	2" Electric Valve (Hunter ICV)	Each	\$ 180.00
77	2" Gate Valve	Each	\$ 47.00
78	3" Gate Valve	Each	\$ 145.00
79	4" Gate Valve	Each	\$ 425.00
80	6" Gate Valve	Each	\$ 700.00
81	1" Ball Valve	Each	\$ 22.00
82	1-1/2" Ball Valve	Each	\$ 40.00
83	2" Ball Valve	Each	\$ 74.00
84	7" Round Valve Box	Each	\$ 10.00
85	10" Round Valve Box	Each	\$ 14.00
86	12" Rectangular Valve Box	Each	\$ 20.00
87	110V Controller W/Rain Sensor - 8 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 90.00
88	110V Controller W/Rain Sensor - 12 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 230.00
89	110V Controller W/Rain Sensor - 16 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 340.00
90	110V Controller W/Rain Sensor - 20 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 475.00
91	110V Controller W/Rain Sensor - 24 Station Electric Wall Mount (Hunter Hydrowise)	Each	\$ 525.00
92	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 1 Station	Each	\$ 140.00
93	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 2 Station	Each	\$ 140.00
94	Battery Powered Controller W/Latching Solenoid & Rain Sensor - 4 Station	Each	\$ 140.00
95	Low Voltage Control Wire #14 UF	LF	\$ 0.70
96	Main Line 2" Sch 40 Purple Solvent Weld PVC	LF	\$ 0.91
97	Main Line 3" Sch 40 Purple Solvent Weld PVC	LF	\$ 1.95
98	Main Line 4" Sch 40 Purple Solvent Weld PVC	LF	\$ 3.60
99	Main Line 6" Sch 40 Purple Solvent Weld PVC	LF	\$ 7.50
100	3" Electric valve (Rainbird Brass)	Each	\$ 732.00
101	Hunter 6" PopUp Pro spray	Each	\$ 3.50
102	Hunter 12" PopUp Pro spray	LF	\$ 8.20
103	Hunter PGP Rotor 3/4" Inlet	LF	\$ 9.50
104	Hunter PGP Ultra Rotor 3/4" Inlet	LF	\$ 9.50
105	Hunter I20 Rotor 3/4" Inlet	LF	\$ 9.50
106	Hunter I25 Rotor 1" Inlet	LF	\$ 9.50
107	1/2" SCH 40 Purple PVC	LF	\$ 0.20
108	3/4" SCH 40 Purple PVC	LF	\$ 0.25
109	1" SCH 40 Purple PVC	LF	\$ 0.30
110	1 1/2" SCH 40 Purple PVC	LF	\$ 0.60
111	Hourly Rate for any irrigation work that does not require equipment or parts	Hourly	\$ 57.00
112	Elaeocarpus decipiens (Japanese Blueberry Tree) 25-gallon container grown tree, Height 6'-8', Spread 3', Caliper 2", Standard trunk with minimum 2' of clear trunk	Each	\$ 300.00
113	Ilex Opaca (Eagleston Holly) 25-gallon container grown tree, Height 10-12', Spread 3-4", Caliper 2", Standard trunk with 3' clear trunk	Each	\$ 300.00
114	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", no major branches with crossovers	Each	\$ 260.00

115	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 3' clear trunk, 25-gallon container grown tree, Height 8-10', Spread 3-4', Caliper 2"	Each	\$ 275.00
116	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 25 Gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk	Each	\$ 250.00
117	Quercus nuttalli, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 275.00
118	Quercus Shumard, 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 275.00
119	Quercus Virginiana (Southern Live Oak) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
120	Quercus Virginiana (Cathedral) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
121	Quercus Virginiana (High Rise) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 300.00
122	Ulmus Alata (Winged Elm) 25-gallon container grown tree, Height 8-10', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 400.00
123	Tabebuia Chrysotricha, 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 350.00
124	Tabebuia Impetiginosa (Purple Trumpet) 25-gallon container grown tree, Height 10-12', Spread 4-5', Caliper 2", Standard trunk with minimum of 3' clear trunk	Each	\$ 350.00
125	Ilex Opaca (Eagleston Holly) 65-gallon container grown tree, Height 12-14', Caliper 3", Standard trunk with 3' clear trunk	Each	\$ 700.00
126	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Multi-stem 3-5 Stem required, 65-gallon container grown tree, Height 10-12", Spread 5-6", no major branches with crossovers	Each	\$ 600.00
127	Lagerstroemia indica (Tonto, Muskogee, Natchez, Tuskegee, Tuscarora) Standard trunk with minimum of 4' clear trunk, 65-gallon container grown tree, Height 10-12'	Each	\$ 650.00
128	Magnolia grandiflora (D.D. Blanchard, Bracken Beauty, Chloe, Claudia Wannamaker, Little Gem) 65-gallon container grown tree, Height 10-12', Spread 4-6', Caliper 2 1/2-3", Standard trunk	Each	\$ 650.00
129	Quercus nuttalli, 65-gallon container grown tree, Height 12-14', Spread 6-8', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
130	Quercus Virginiana (Southern Live Oak) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
131	Quercus Virginiana (Cathedral) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
132	Quercus Virginiana (High Rise) 65-gallon container grown tree, Height 12-14', Spread 7-8', Caliper 4", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
133	Tabebuia Chrysotricha, 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
134	Tabebuia Impetiginosa (Purple Trumpet) 65-gallon container grown tree, Height 12-14', Spread 5-6', Caliper 3", Standard trunk with minimum of 4' clear trunk	Each	\$ 700.00
135	Sylvester Palm, 10-14' clear trunk/ Ball and Burlap/ Debooted	Each	\$ 5,500.00
136	Majule Palm, 12-16' clear trunk/ Ball and Burlap/ Debooted	Each	\$ 9,500.00
137	Bottle Brush Tree, 25-gallon, Height 6-8', Spread 4-5', Standard trunk with a minimum of 3' clear trunk	Each	\$ 275.00

Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. §200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to the Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services apply to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: the City shall notify the Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, the Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to the Contractor. The Contractor shall be obligated to continue the performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

The City's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the City's discretion whether to exercise the right to terminate. The Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
2. Key Definitions.
 - a. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work that is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any Federal

program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on- site functions incidental to the actual construction.
3. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs
4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor shall 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 Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor shall 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.
 - v. The Contractor shall 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 shall permit access to its 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.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) 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 Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40The Contractor shall comply with 18U.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.
3. In accordance with the law, the Contractor must be 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. In addition, the Contractor must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Copeland "Anti-Kickback" Act. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub-recipients. In situations where the Davis-Bacon Act does not apply, neither does the

Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act

- a. **Contractor.** *The Contractor 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.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

F. Rights to Invention Made Under a Contract or Agreement

1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
2. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
3. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered

into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

H. Debarment and Suspension

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
4. In general, an “excluded” party cannot receive a federal grant award or a contract within the meaning of a “covered transaction,” including sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and sub-recipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and sub-recipient.
5. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of the amount.
 - c. The contract is for federally required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension and Debarment

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

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

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

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

I. **Byrd Anti-Lobbying Amendment**

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6. c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6. c and Appendix C, ¶ 4.
4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

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

J. **Procurement of Recovered Materials**

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

K. Additional FEMA Requirements

- 1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- 2. **Changes:**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

- 3. **Access to Records:**

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- 4. The following provides a contract clause regarding access to records:

Access to Records

The following access to records requirements applies to this contract:

- a. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or its authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

L. DHS Seal, Logo, and Flags

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

M. Compliance with Federal Law, Regulations, and Executive Orders

1. All Non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
2. The following provides a contract clause regarding Compliance with Federal laws, Regulations, and Executive Orders: "This is an acknowledgment that FEMA financial assistance will be used to fund the contract only." The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.
2. The following provides an Agreement clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."



Amendment I

By and Between

The City of Apopka

and

Davey Tree Expert Company

for

ITB 2025-A-225

**Landscaping and Mowing Services for Right of Way, Parks and Facilities,
and Municipal Service Benefit Units (MSBU)**

THIS AMENDMENT (hereinafter referred to as “Amendment”) to ITB 2025-A-225 Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU), “Contract” by and between The City of Apopka, a Florida municipal corporation, located at 120 East Main Street, Apopka, FL 32703, hereinafter referred to as “the City”, and The Davey Tree Expert Company, whose Corporate Office address is 1500 N. Mantua Street, Kent OH, 44240, and a local office at 123 Atlantic Drive #111, Maitland, FL 32751, (hereinafter referred to as “Contractor”), is made as follows:

WITNESSETH

WHEREAS pursuant to the terms of the Contract, Page 2, Section 2, “Amendments and Modification, which states, “No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each Party”; and

WHEREAS, the City and the Consultant wish to amend the Contract, through this Amendment as follows;

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

1. The following property shall be added to this contract for mowing and other services that may be required:

City of Apopka Water Treatment Plant

2800 Lust Road

Apopka, FL 32703-9599

Total Acreage: 11.43

2. The above recitals are true and correct and are hereby incorporated by reference.
3. Except as expressly modified herein, the terms and conditions of the Contract remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Contract, the City and the Contractor agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, the City has made and executed this Amendment, and the Contractor has made and executed this Amendment on the day and year written below.

The Davey Tree Expert Company

B/W 11-18-25
Signature Date

Ben Wasielewski
Print Name

District Manager
Title

ACCEPTED AND AGREED TO:

CITY OF AOPKA

DocuSigned by:
[Signature] 12/4/2025
E47687B7C1A684C5... Date
Radley Williams
Interim City Administrator



Amendment II

By and Between

The City of Apopka

and

Davey Tree Expert Company

for

ITB 2025-A-225

**Landscaping and Mowing Services for Right of Way, Parks and Facilities,
and Municipal Service Benefit Units (MSBU)**

THIS AMENDMENT (hereinafter referred to as “Amendment”) to ITB 2025-A-225 Landscaping and Mowing Services for Right of Way, Parks and Facilities, and Municipal Service Benefit Units (MSBU), “Contract” by and between The City of Apopka, a Florida municipal corporation, located at 120 East Main Street, Apopka, FL 32703, hereinafter referred to as “the City”, and The Davey Tree Expert Company, whose Corporate Office address is 1500 N. Mantua Street, Kent OH, 44240, and a local office at 123 Atlantic Drive #111, Maitland, FL 32751, (hereinafter referred to as “Contractor”). is made as follows:

WITNESSETH

WHEREAS pursuant to the terms of the Contract, Page 2, Section 2, “Amendments and Modification, which states, “No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each Party”; and

WHEREAS, the City and the Consultant wish to amend the Contract, through this Amendment as follows;

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

1. The following services shall be added to this contract for the removal of palm trees (removal only):
 - A. 0-10ft: \$500

B. 11-20ft: \$850

C. 21-30ft: \$1000

D. 31-40ft: \$1300

E. 41-50ft: \$1500

2. The above recitals are true and correct and are hereby incorporated by reference.
3. Except as expressly modified herein, the terms and conditions of the Contract remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Contract, the City and the Contractor agree that the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, the City has made and executed this Amendment, and the Contractor has made and executed this Amendment on the day and year written below.

The Davey Tree Expert Company

Bjwa 12-10-25
Signature Date

Ben Wasielewski
Print Name

District Manager
Title

ACCEPTED AND AGREED TO:

CITY OF AOPKA

DocuSigned by:
 12/29/2025
E47587B7C1A04C5...
Radley Williams Date
Interim City Administrator

EXHIBIT 3
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. | <u>Bodily Injury & Property Damage</u>

\$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.

=====

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.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

EXHIBIT 4
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Fla. Stat. § 787.06, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **CITY OF MOUNT DORA** (the “Governmental Entity”).

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this Affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Fla. Stat. § 787.06, 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

Company

Printed Name

Title

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2026, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Use State Forfeiture Funds to Host Northeast Community Event

Introduction:

Hosting community events is a key component of community-oriented policing, which emphasizes collaboration, trust building, and proactive problem-solving between law enforcement and the public.

The Mount Dora Police Department is planning to host a community event at Cauley Lott Park on April 18, 2026. While there will be events and food for the residents, the primary goals will be to build community trust, present crime prevention strategies, and provide drug abuse education.

Funding for the community event will come from proceeds from the Florida Contraband Forfeiture Act, otherwise known as the state forfeiture fund. The Chief of Police requests to use up to \$7,000.00 of state forfeiture funds to pay the costs of the community event.

Pursuant to Florida Statutes, the Chief of Police has reviewed the event plan and certifies the forfeiture fund usage meets the criteria established in Florida Statute 932.7055.

Discussion:

Community events, like the inaugural “BBQ with the Blue”, are a cornerstone of community-oriented policing. These events shift the interactions between the police and the community from an enforcement-based encounter to a positive, voluntary, and non-punitive encounter. These positive encounters build mutual trust, improve legitimacy, encourage cooperation and contribute to long-term public safety.

The Mount Dora Police Department is planning a community event at Cauley Lott Park on April 18, 2026. The event will have food, activities, and opportunities to learn crime prevention and drug abuse prevention strategies while building community trust with the members of the Mount Dora Police Department.

The Mount Dora Police Department maintains a forfeiture fund pursuant to the Florida Contraband Forfeiture Act, described in Florida Statute 932.7055. The proceeds maintained in the forfeiture fund can be used by the Mount Dora Police Department to pay for crime prevention education, safe neighborhood initiatives, drug education and for other law enforcement purposes deemed appropriate by the Mount Dora City Council. The funds cannot be used to replace normal operating expenses of the Mount Dora Police Department.

The statute requires the Police Chief to certify in writing that the requested forfeiture fund usage complies with the provisions of the statute. The Police Chief's written certification is attached.

The Mount Dora Police Department requests approval to use up to \$7,000.00 of state forfeiture funds to pay the costs related to the "BBQ with the Blue" community event.

Budget Impact:

The community event will be funded with the use of state forfeiture funds with a cost of \$7,000.

Balance of State Forfeiture Fund: \$59,000

Fund Activities:

Flock Cameras:	-\$13,000	*Future costs, subject to FY26-27 Budget
AI Software:	-\$8,000	*Future costs, subject to FY26-27 Budget
Exercise Equipment:	-\$16,000	*Proposed Future Agenda Item, subject to City Council Approval
NE BBQ with Blue:	- \$7,000	

Remaining Balance: \$15,000

Strategic Impact:

This initiative supports the Mount Dora Strategic Plan FY2025–2030 by advancing community engagement and public safety through proactive, relationship-based policing. Specifically, the event aligns with Goal 12: Foster Vibrant Community Experiences, by creating inclusive, neighborhood-level events that strengthen community identity and trust.

Additionally, the program supports broader objectives related to enhancing public safety, building community partnerships, and promoting resident well-being through education, outreach, and positive interaction with law enforcement.

Recommendation:

City Council approval to use state forfeiture funds to pay the costs associated with the Northeast Community's event.

Attachment(s):

1. Attachment No. 1 NE Community Event Chief's Certification 4.18.26

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

Michael Gibson, Chief of Police

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/19/2026

Approved - 3/19/2026

Approved - 3/19/2026

Approved - 3/19/2026

Approved - 4/1/2026

Approved - 4/1/2026

Final Approval - 4/1/2026



CITY OF MOUNT DORA

POLICE DEPARTMENT

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-735-4801

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

March 18, 2026

Honorable Mayor James Homich,
Vice Mayor John Cataldo,
and Council Members

Section 932.7055(5)(a), Florida Statutes, governs the use of law enforcement forfeiture funds and limits their use to specific public safety purposes, such as crime prevention, drug prevention, school resource officers, or adding equipment and services not covered by normal operating budgets.

Florida law strictly prohibits the use of forfeiture funds to meet normal operational needs of the law enforcement agency. The funds are explicitly intended to be used as supplemental funding for authorized purposes, not as a standard source of revenue. Forfeiture funds cannot replace or offset existing funding for regular operations.

The Police Department is requesting approval to use up to \$7,000.00 in forfeiture funds to host "BBQ with the Blue" at Cauley Lott Park on April 18, 2026. The event will provide food, activities and resources, such as drug abuse education and crime reduction strategies for the citizens of Mount Dora.

Section 932.7055(5)(b) requires the Chief of Police to submit to the City Council written certification that the request to use forfeiture funds complies with the provisions established by statute.

On review of the City of Mount Dora's budget, the funding for a Mount Dora Police Department hosted community event is not a budgeted item. Community events such as the proposed "BBQ with the Blue" is not a usual, normal or an established budgeted item, past or present.

Based on my review and best judgement, as the Chief of Police, I certify that the use of forfeiture funds to host the Northeast Community's BBQ with the Blue falls within the allowable uses of State forfeiture funds.

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

Michael T. Gibson
Chief of Police



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of North Donnelly Street Emergency Roadway Repair (Permanent) Agreement

Introduction:

This item requests City Council ratification of the agreement for the North Donnelly Street Emergency Roadway Repair (Permanent) project.

Discussion:

In response to the significant flooding event occurring between October 26 and October 27, 2025, the City declared a local state of emergency pursuant to Resolution No. 2025-45. The City Council has subsequently extended the emergency in seven-day increments, as authorized by Section 252.38(3)(a)(5), Florida Statutes.

The storm caused substantial damage to North Donnelly Street, compromising roadway integrity and creating safety concerns for motorists and pedestrians. Due to the urgency of restoring this critical transportation corridor, the agreement was executed administratively to expedite repairs; Council ratification is now required. Restoring this roadway is critical to maintaining safe daily travel, ensuring reliable emergency access, and preserving connectivity for residents, businesses, visitors, and deliveries.

ITB #26-PW-014 was issued on February 12, 2026, with bids received on March 16, 2026. Six bids were received, of which four were deemed non-responsive. The lowest responsive and responsible bidder was The Middlesex Corporation in the amount of \$2,011,500.40.

Given the importance of North Donnelly Street as a key corridor, timely completion of this project is essential to restore safe and reliable access. Substantial completion is anticipated within 32 days from the Notice to Proceed, with the roadway reopening on Day 33. Final thermoplastic striping will occur approximately two weeks later during nighttime closures.

FEMA mitigation funding will cover \$1,167,505.00 of the project. Federal Highway

Administration (FHWA) funds are expected to reimburse approximately 81.93% (\$643,966.03) of eligible roadway costs, resulting in an estimated City share of \$142,029.37.

Budget Impact:

\$2,011,500.40, of which \$1,167,505.00 will be covered by the FEMA disaster mitigation grant.

The road replacement costs portion of the project:

Federal Aid Eligible Base Bid (N. Donnelly St. Roadway Repair)	=	
\$843,955.40		
Pay Item No. 430-174-124 (Pipe Culvert Opt. Material Round 24” SD)	= -	\$48,000
Pay Item No. 430-611-329 (U-Endwall w/Baffles 24” Pipe)	= -	\$16,000
	Total	= \$785,995.40
0		
FDOT/Federal Funds Participation @ 81.93%	=	
\$643,966.03		
City of Mount Dora Funds Participation @ 18.07%	=	<u>\$142,029.37</u>

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora’s Infrastructure

This project supports the City’s strategic goal of maintaining and restoring critical infrastructure following a major storm event and represents a priority investment in the City’s transportation system. The project enhances public safety, ensures system reliability, and improves long-term resiliency.

Recommendation:

City Council ratify the North Donnelly Street Emergency Roadway Repair (Permanent) Agreement with The Middlesex Corporation.

Attachment(s):

1. ITB 26-PW-014 City of Mount Dora -Middlesex Corp Agreement.jh(VS signed)
2. ITB 26-PW-014 Notice to Proceed

Prepared by: Adam Sumner, Community Development Director

Reviewed by:

Andrew Marsian, Public Works and Utilities Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/20/2026

Approved - 3/23/2026

Approved - 3/23/2026

Approved - 3/23/2026

Approved - 4/1/2026

Approved - 4/1/2026

Final Approval - 4/1/2026

NORTH DONNELLY STREET EMERGENCY ROADWAY REPAIR (PERMANENT)
AGREEMENT

THIS North Donnelly Street Emergency Roadway Repair (Permanent) AGREEMENT FOR DONNELLY STREET (“Agreement”) is made by and between the CITY OF MOUNT DORA, a Florida municipal corporation, with its principal address located at 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY,” and THE MIDDLESEX CORPORATION, a Massachusetts corporation, with its principal place of business located at One Spectacle Pond Road, Littleton, MA 01460, hereinafter referred to as the “CONTRACTOR.”

CITY and CONTRACTOR, in consideration of the mutual covenants set forth herein and in ITB #26-PW-014, which is fully incorporated by reference, agree as follows

SECTION 1. SCOPE OF WORK.

CONTRACTOR shall complete all Work as specified or indicated below in the Contract Documents. The Work is generally described as: **ITB #26-PW-014 North Donnelly Street Emergency Roadway Repair (Permanent)** as a result of damages sustained from the unprecedented rain event occurring on October 26, 2025 through October 27, 2025, for which the CITY declared a local state of emergency, Resolution No. 2025-45, and for which the Governor of the State of Florida declared a state of emergency, Executive Order No. 25-213.

SECTION 2. TERM AND LIQUIDATED DAMAGES.

The term of this Agreement shall commence upon execution of this Agreement by CITY and CONTRACTOR and shall continue until all services are completed and accepted by CITY. It is expressly understood that time is of the essence as set forth in Section 1(f) of ITB #26-PW-014, following issuance of the Notice to Proceed, substantial completion shall be within 32 days with final completion within 15 days thereafter.

In the event CONTRACTOR fails to perform the Work within the time set forth herein and in the Contract Documents, and the time to complete such Work has not been extended, if such delay is caused by CONTRACTOR or any subcontractor, material or equipment suppliers, or other persons or entities providing services or work for the CONTRACTOR, CITY shall be entitled to collect liquidated damages from CONTRACTOR. CITY and CONTRACTOR agree that, because of the nature of the Work, the emergency conditions which will exist until the Work is completed, the inability of the parties to precisely calculate the actual damages for delay and the difficulty in determining these damages, the sum of Two Thousand Six Hundred Sixty-Seven Dollars (\$2,667.00) shall be assessed for each calendar day of delay in reaching substantial completion of the Work. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

SECTION 3. ENGINEER AND CEI.

The Design Engineer as named in the Contract Documents is: VANASSE HANGEN BRUSTLIN, INC. (VHB) for the road replacement and NEEL-SCHAFFER for the sidewalk & mitigation.

The CEI for the project is: CDM SMITH.

SECTION 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR for performance of the Work in accordance with the provisions of ITB #26-PW-014, the Bid Responses thereto, and the Contract Documents on the basis of the prices indicated in the response to the solicitation.

SECTION 5. COMPENSATION PROCEDURES.

As set forth in ITB #26-PW-014, CITY shall pay the CONTRACTOR for the performance of the Work in an amount not to exceed the amount(s) and/or rate/amounts as shown in the Bid Pricing Form. The CONTRACTOR will invoice the CITY upon successful completion of the Work and written acceptance by CITY has been provided to CONTRACTOR. The Invoice(s) and supporting documents/reports received from CONTRACTOR will be received and approved by CITY, indicating services have been rendered in conformity with the Agreement. The Invoice(s) will be paid in accordance with the CONTRACTOR will be in accordance with Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

SECTION 6. WARRANTY.

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. For a period of one (1) year following substantial completion and acceptancy by CITY, the CONTRACTOR agrees to provide a warranty with respect to the quality of workmanship, materials, and specific tasks identified in this Agreement and the Contract Document. This warranty does not include any items of routine maintenance. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 7. TERMINATION.

The CITY may terminate this Agreement, with or without cause, given seven (7) days written notice to the CONTRACTOR. In the event of termination, payment due to CONTRACTOR will be pro-rated for work performed.

A. Termination for Cause.

Upon the occurrence of any one or more of the following events, CITY may terminate the services of CONTRACTOR for cause:

1. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
2. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
3. If CONTRACTOR fails to perform the Work in accordance with this Agreement, ITB #26-PW-014, and/or the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, sufficient supervisory personnel, or suitable materials or equipment or failure to adhere to the progress schedule set forth in ITB #26-PW-014;
4. If CONTRACTOR discontinues prosecution of the Work or any portion thereof;
5. If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;
6. If CONTRACTOR disregards laws, ordinances, policies, court orders, or administrative directives, etc., of any governmental body, agency or court having jurisdiction;
7. If CONTRACTOR disregards the authority of the ENGINEER or CEI, if applicable;
8. If CONTRACTOR otherwise violates in any substantial way any provision of this Agreement, ITB #26-PW-014, CONTRACTOR's bid response thereto, and/or the Contract Documents;
9. If CONTRACTOR fails to promptly pay any subcontractors, suppliers, materialmen, laborers, etc.; or

10. As it is recognized that if CONTRACTOR is adjudicated bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore, it is agreed that upon the occurrence of any such event, CITY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of this Agreement, ITB #26-PW-014, and/or the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery shall entitle CITY to terminate CONTRACTOR for cause. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, CITY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and material or other appropriate basis the cost of which will be back charged against CONTRACTOR. CITY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

CITY may, after giving CONTRACTOR and surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work, and all of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. CONTRACTOR shall assign all of its interest in any or all subagreements, if applicable, to CITY upon CITY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. If CONTRACTOR leaves the site at any time during the seven (7) day period, CITY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

Notwithstanding the above notice period, in the event of an emergency, CITY may take over the site and perform any or all of the activities set out above immediately. CITY shall provide notice of such takeover within 24 hours after its occurrence.

Where CONTRACTOR's services have been terminated by CITY for cause, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by City will not release CONTRACTOR from liability.

CITY may, at its sole discretion, permit CONTRACTOR to continue to perform work when CONTRACTOR is in default, however caused. Such a decision by CITY shall in no way

operate as a waiver on the part of CITY of any of its rights under this Agreement, ITB #26-PW-014, and/or the Contract Documents.

B. Termination for Convenience.

CITY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and surety seven (7) days written notice. CITY shall have the right, in that event, to take over any or all of CONTRACTOR's materials, (whether stored on or off site) supplies, equipment, subagreements if applicable, or other obligations to complete the Work and CONTRACTOR shall assign them to CITY upon CITY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by CITY, and shall settle all of its claims and obligations under the Agreement and/or Contract Documents.

In any such termination for convenience of CITY, CONTRACTOR will be entitled to recover from CITY the percentage of the contract sum equal to the percentage of the Work which Engineer and/or CEI, if applicable, determines has been completed on the Work as of the date of termination together with direct settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Work. CONTRACTOR shall justify its claims as requested by CITY with thorough, accurate records and data.

If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for convenience of CITY. In such event CONTRACTOR may recover from CITY payment in accordance with the paragraph immediately above.

C. CONTRACTOR's Termination.

If through not act or fault of CONTRACTOR, or a subcontractor or their agents or employees or any other person for whose acts they may be responsible, the Work is suspended for a period of more than fifteen (15) days by CITY or under a order of court or any other public authority, or ENGINEER fails to act in a substantial way, then CONTRACTOR may, upon seven (7) days written notice to CITY and ENGINEER, terminate the Agreement and recover from CITY payment for all Work completed and any expense sustained plus reasonable termination expenses. In addition, and in lieu of terminating the Agreement, the parties may promptly work together in a good faith effort to cure the issue. Except as specifically provided in this paragraph, these provisions shall not relieve CONTRACTOR of the obligation to continue carrying on the Work without delay during any disputes or disagreement with CITY.

SECTION 8. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, ITB #26-PW-014, and the Contract Documents 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, but only consistent with the requirements of FHWA 1273, adopted in the Contract Documents; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- D. The CONTRACTOR, when paying its works on the Project, shall pay such workers an hourly wage, based on classification for the Lake County region established by the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5) (hereinafter "hourly wage"). Payment of the appropriate wages must be documented in CONTRACTOR's applications for payment by the submission of certified payrolls by CONTRACTOR for the duration of this Agreement. Moreover, CONTRACTOR shall require compliance with these provisions for Davis-Bacon hourly wages and certified payrolls by all subcontractors at every tier, and CONTRACTOR shall be held responsible for compliance by any subcontractor or lower tier subcontractor. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that no hourly wage paid on this Project by the CONTRACTOR and subcontractors will be less than the living wage referenced in this Agreement and incorporated into the Contract Documents.
- E. The CONTRACTOR and subcontractors at all tiers shall each classify all of their workers as either independent contractors or employees in accordance with the requirements of Laws and Regulations. Workers who are employees as defined by Laws and Regulations shall not be classified as independent contractors. The CONTRACTOR and subcontractors shall each provide written notice to their workers classified as independent contractors of their classification status within seven (7) days after contract award or within seven (7) days of hiring if hired subsequent to contract award. Documentation demonstrating compliance with this requirement for each worker classified as an independent contractor shall be submitted by the CONTRACTOR with its application for payment.

- F. The CONTRACTOR and subcontractors at all tiers shall each use the E-verify internet-based systems operated by the United States Department of Homeland Security to verify that all of their workers performing labor on the Project are eligible to work in the United States. Documentation of E-verify confirmation for each worker shall be submitted by the CONTRACTOR with any application for payment, or for those workers hired after submittal of the first application for payment, the with the first application for payment submitted subsequent to the worker's hiring.
- G. The Contractor shall post a copy of the Davis-Bacon Wage Rates and Responsible Contractor Policies contained herein at designated locations on the project site as required by the Contract Documents.

SECTION 9. CONTRACT DOCUMENTS.

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR and are expressly made a part of this Agreement, even if executed subsequent to this Agreement, as if set forth fully herein consist of, but are not limited to, the following:

- A. This Agreement;
- B. ITB #26-PW-014, including all attachments;
- C. CONTRACTOR's bid response to ITB #26-PW-014, including all executed affidavits, certificates, required forms and other attachments;
- D. Certificates of Insurance, including endorsements;
- E. Bid, Payment and Performance Bonds;
- F. Notice of Award;
- G. Notice to Proceed;
- H. General Terms and Conditions contained in Section 6 of ITB #26-PW-014;
- I. Any Modification to this Agreement and Change Orders;
- J. All Federal Contract Provisions, including FHWA 1273 attached to this Agreement and FEMA Required and Recommended Contract Provisions, attached to ITB #26-PW-014;
- K. Base Bid - Technical Specification attached to ITB #26-PW-014;
- L. Base Bid - Project Plans attached to ITB #26-PW-014;
- M. Bid Alternate No.1 Project – Technical Specifications attached to ITB #26-PW-014;
- N. Bid Alternate No. 1 Project – Project Plans attached to ITB #26-PW-014;
- O. CITY and HMGP Agreement attached to ITB #26-PW-014;
- P. Bid Pricing Form attached to ITB #26-PW-014;
- Q. Davis Bacon Highway Construction Project Rates under General Decision Number: FL20260254 dated 01/02/2026, which are attached to this Agreement; and
- R. Any Supplemental Provisions, Terms and Conditions required by the Florida Department of Transportation or Florida Emergency Management.

The Contract Documents may only be altered, amended or repealed by a written Modification or Amendment to this Agreement, executed by the parties.

SECTION 10. INSURANCE.

The CONTRACTOR shall maintain the types of insurance, with the respective limits, as required in ITB #26-PW-014 and the Contract Documents, 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:

- A. 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” and the “FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)” 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.
- B. The CONTRACTOR shall name the “City of Mount Dora” and the “Florida Department of Transportation (FDOT)” 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.
- C. 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.
- D. The CONTRACTOR shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- E. 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.

- F. 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.
- G. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CONTRACTOR'S REPRESENTATIONS.

- A. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, and with all local conditions and federal, state and local laws, ordinances, rules, policies and regulations that in any manner may affect costs, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigation and tests of subsurface and latent physical conditions of the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in preparation of the Technical Specification and Project Plans and which have been identified in ITB #26-PW-014 and the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigation and test and studies of such reports and related data in addition to those referenced above as it deems necessary for performance of the Work at the Contract Price, within the time frame contemplated for substantial completion of construction and in accordance with all other terms and conditions of this Agreement, ITB #26-PW-014 and the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigation, tests, reports, and data with the terms and conditions of this Agreement, ITB #26-PW-014 and the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and ITB #26-PW-

014 and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

SECTION 12. CITY OBLIGATIONS AND REPRESENTATIONS.

- A. 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.
- B. No member, officer or employee of the CITY or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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. CONFLICTS.

To the extent of any conflict between the terms and conditions of this Agreement, ITB #26-PW-014 and the Contract Documents, the terms and conditions of the Federal Contract Provisions identified in Section 9(j) hereof shall control. To the extent of any other conflict, the terms and conditions of this Agreement shall prevail.

SECTION 15. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

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

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 16. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 17. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 18. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, and any subcontractors, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 19. INDEMNIFICATION.

To the extent provided by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONTRACTOR, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONTRACTOR. The foregoing indemnification shall not constitute a waiver of the Department's or CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONTRACTOR to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents or employees, or third parties. Nor shall the same be construed to constitute agreement by CONTRACTOR to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive termination of this Agreement.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, legal representatives, successors, and/or assigns in respect to all covenants, agreements, and obligations contained in this Agreement, ITB #26-PW-014, and the Contract Document.

SECTION 21. ASSIGNMENT.

No assignments by a party hereto of any rights under or interests in this Agreement or Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement, ITB #26-PW-014, and the Contract Documents.

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 or via email:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756
 sandersfeldv@mountdora.gov

Copy to: Patrick Brackins, Esquire
 Shepard, Smith, Hand & Brackins, P.A.
 2300 Maitland Center PKWY, STE 100
 Maitland, FL 32751
 pbrackins@shepardfirm.com

CONTRACTOR: The Middlesex Corporation
 One Spectacle Pond Road
 Littleton, MA 01460
 tgrondine@middlesexco.com

ENGINEER: Ryan L. Verdel, P.E
Vanasse Hangen Brustlin, Inc. (VHB)
225 East Robinson Street
Orlando, FL 32801
rverdel@vhb.com

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.

To the extent task authorizations, notices to proceed, or change orders are necessary, those will be issued on the City's standard forms and will be incorporated into the terms of this Agreement.

SECTION 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, subcontractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 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 subcontractors 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.

The Parties agree to comply with Section 20.055(5), *Florida Statutes*, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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. SCRUTINIZED COMPANIES.

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of the Contract, and other remedies available under the law.

SECTION 36. HUMAN TRAFFICKING AFFIDAVIT.

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

SECTION 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 CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONTRACTOR’s response to the CITY’s solicitation for the Agreement. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the CITY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the CITY. In the event of any conflict between the Attachments or Exhibits hereto and the terms of this Agreement, the terms of this Agreement shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 20 day of MARCH, 2026.

CITY OF MOUNT DORA

Vince Sandersfeld
Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
Jeanann Hand, City Clerk

CONTRACTOR
The Middlesex Corporation

By: [Signature]

Print: Thomas Grondine

Title: Senior Vice President, Preconstruction



STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Thomas Grondine, as Senior Vice President, Preconstruction, of The Middlesex Corporation, who personally swore or affirmed that he she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 19th day of March, 2026.

(stamp)



EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Evelyn S. Sergeant
NOTARY PUBLIC, State of Florida

Ratified by the City Council of the City of Mount Dora, Florida on this ____ day of _____, 2026 at a regular public meeting. (As this Agreement is an emergency procurement under a declared state of emergency as referenced in Section 1, it is appropriately executed by the City Manager and later ratified by the City Council)

JAMES HOMICH, MAYOR

ATTEST:

Jeanann Hand, City Clerk

Agreement Exhibit “A”
DAVIS-BACON ACT WAGE RATES

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"General Decision Number: FL20260254 01/02/2026

Superseded General Decision Number: FL20250254

State: Florida

Construction Type: Highway

County: Lake County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUFL2022-023 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 20.18	1.49
ELECTRICIAN.....	\$ 24.08	3.40
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.92	0.00
LABORER: Common or General.....	\$ 15.08	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.43	3.75
LABORER: Pipelayer.....	\$ 21.63	0.00
LABORER: Grade Checker.....	\$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.30	0.00
OPERATOR: Boom.....	\$ 33.61	11.50

OPERATOR: Broom/Sweeper.....	\$ 17.12	0.00
OPERATOR: Bulldozer.....	\$ 22.37	3.44
OPERATOR: Crane.....	\$ 32.18	0.00
OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 18.42	0.76
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.73	0.00
OPERATOR: Piledriver.....	\$ 25.18	0.00
OPERATOR: Roller.....	\$ 18.28	0.00
OPERATOR: Scraper.....	\$ 15.54	0.00
OPERATOR: Screed.....	\$ 17.84	0.00
OPERATOR: Tractor.....	\$ 16.00	0.68
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.93	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.33	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 20.76	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 16.55	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 21.19	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

Agreement Exhibit “B”
FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Agreement Exhibit "C"
HUMAN TRAFFICKING FORM

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 Middlesex Corporation, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.


Authorized Signature

Thomas Grondine
Printed Name



The Middlesex Corporation
Company

Senior Vice President, Preconstruction
Title

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 16th day of March 2026, by Thomas Grondine, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who ☒ is personally known to me or ☐ has produced _____ as identification.

(stamp)



EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027


NOTARY PUBLIC



**CITY OF
MOUNT
DORA**

**Purchasing Division
510 N. Baker Street
Mount Dora, FL 32757
E-mail: douglasm@mountdora.gov**

NOTICE TO PROCEED

March 23, 2026

TO: The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA 01460

Notice to Proceed Date (Begin Contract Time): **March 24, 2026**
Substantial Completion Date (32 Days): **April 24, 2026**
Final Acceptance Date (47 Days): **May 9, 2026**

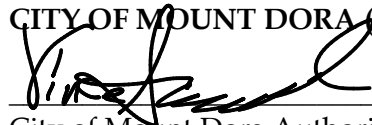
PROJECT: North Donnelly Street Emergency Roadway Repair (Permanent)
North Donnelly Street Slope Stabilization, Erosion Control and Sidewalk
Improvement

You are notified to commence WORK, as needed, in accordance with the Agreement dated March 20, 2026. This Notice authorizes the CONTRACTOR to commence the needed services as of the Notice to Proceed date indicated above, and in accordance with the Agreement.

Please execute, date and return this document to my attention as soon as possible. As a reminder, a compliant Liability Certificate of Insurance and bonding documents, if not already provided, are to be submitted to douglasm@mountdora.gov no less than 10 days from receipt of this notice. Please ensure all insurance requirements, coverage and limits are included.

[SIGNATURE ON FOLLOWING PAGE]

CITY OF MOUNT DORA (OWNER)



City of Mount Dora Authorized Signature

Vince Sandersfeld

(Printed Name and Title)

3/23/2026

Date of Execution

ACCEPTANCE OF NOTICE (CONTRACTOR)

Receipt and acceptance of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor Authorized Signature

Neil Mulrooney Snr. Vice President of Const.

(Printed Name and Title)

03/24/2026

Date of Execution

Ratified by the City Council of the City of Mount Dora, Florida on this ____ day of _____, 2026 at a regular public meeting. (As this Agreement is an emergency procurement under a declared state of emergency as referenced in Section 1, it is appropriately executed by the City Manager and later ratified by the City Council)

ATTEST:

Mayor: _____

James Homich

City Clerk: _____

Jeanann Hand



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Twenty-first, Twenty-second and Twenty-third Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Twenty-first and Twenty-second Extensions of Resolution No. 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
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026
20th	03/16/2026	03/17/2026	03/23/2026
21st	03/23/2026	04/07/2026	03/30/2026
22nd	03/30/2026	04/07/2026	04/06/2026
23rd	04/06/2026	04/07/2026	04/13/2026

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 Twenty-first, Twenty-second and Twenty-third Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 04.07.2026.TWENTY-FIRST EXTENSION OF RESOLUTION 2025-45
2. 04.07.2026.TWENTY-SECOND EXTENSION OF RESOLUTION 2025-45
3. 04.07.2026.TWENTY-THIRD EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/12/2026

Approved - 3/13/2026

Approved - 3/13/2026

Approved - 4/1/2026

Approved - 4/1/2026

Final Approval - 4/1/2026

TWENTY-FIRST EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, 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

Twenty-first Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective March 23, 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 March 30, 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 23 day of MARCH, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.



JAMES HOMICH, MAYOR
City of Mount Dora, Florida



Vince Sandersfeld, City Manager

ATTEST:



Jeannan Hand
City Clerk

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

Patrick Brackins
City Attorney

TWENTY-SECOND 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

Twenty-second Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

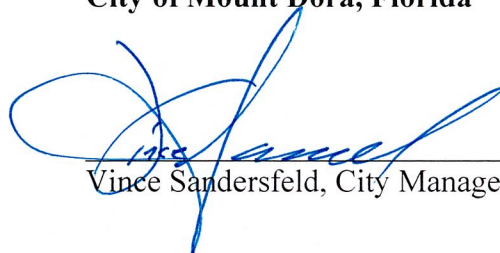
NOW, THEREFORE, BE IT RESOLVED that effective March 30, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including April 6, 2026.

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 30th day of March, 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
City Attorney

TWENTY-THIRD 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 April 6, 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 April 13, 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
City Attorney



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

DATE: April 7, 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):

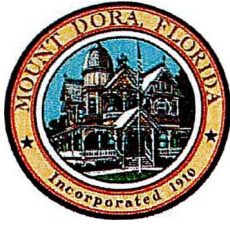
1. 02.17.2026 City Council Regular Session_Minutes_DRAFT
2. 03.17.2026. City Council Regular Session_Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 3/25/2026



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
February 17, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:18 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 Pledge of Allegiance to the Flag 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
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of the Third Amendment to the Construction Manager At-Risk Agreement with Faden Builders, Inc.
2. Request Authorization for the Fire Department to Apply for the Firehouse Subs Public Safety Foundation Grant
3. Request Approval of Piggyback Agreement Between Mount Dora Fire Department and MES Service Company LLC
4. Request Approval of Piggyback Agreement Between the City of Mount Dora and Process Control Services, LLC
5. Request Approval of Piggyback Agreement Between the City of Mount Dora and JCO Corporation for Fire Emergency Vehicle Equipment

6. Request Approval of the Agreement between the City of Mount Dora and Archer Company for Classification and Pay Study
7. Request Approval of the Commercial Contract to Sell the Property Located at 34934 Thrill Hill Road
8. 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
9. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND CONSENT AGENDA; SECONDED BY COUNCILMEMBER WALKER. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Advisory Board and Committee Appointments

Council considered appointments to the Historic Preservation Board and Planning and Zoning Board.

Councilmember Rolfson nominated Suzanne Gibson for the Historic Preservation Board.

Councilmember Dawson nominated Jay Smith for the Historic Preservation Board.

Councilmember Bryant nominated David Hoops for the Planning and Zoning Board.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE APPOINTMENTS OF SUZANNE GIBSON AND JAY SMITH TO THE HISTORIC PRESERVATION BOARD AND DAVID HOOPS TO THE PLANNING AND ZONING BOARD; SECONDED BY COUNCILMEMBER ROLFSON. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Explosive Touch Enterprises, LLC

Staff presented Amendment One to the agreement with Explosive Touch Enterprises for fireworks services at various City events. Staff explained that funds for fireworks are approved through the budget process.

Mayor Homich opened public comment. No members of the public spoke.

MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT ONE TO THE AGREEMENT WITH EXPLOSIVE TOUCH ENTERPRISES; SECONDED BY COUNCILMEMBER CRAIL. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. 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)

Mr. Brackins read Ordinance No. 2025-23 by title only.

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.

Staff explained the ordinance, which amends the Future Land Use Map for the Round Lake Charter School property.

Mayor Homich opened the public comment. No members of the public spoke. Mayor Homich closed the public comment.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE FINAL READING AND ADOPTION OF ORDINANCE 2025-23; SECONDED BY COUNCILMEMBER WALKER. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

YES ***Crail***
 Walker
 Homich
 Bryant
 Cataldo
 Rolfson
 Dawson
NO ***None***

2. 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)

Mr. Brackins read Ordinance No. 2025-24 by title only.

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.

Mr. Brackins swore in staff who would be speaking about this item.

Staff explained the ordinance, which changes the zoning district classification from County Community Facility District (CFD) to City Public Lands and Institutions (PLI).

Mayor Homich opened the public hearing. No members of the public spoke. Mayor Homich closed the public hearing.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FINAL READING AND ADOPTION OF ORDINANCE 2025-24; SECONDED BY COUNCILMEMBER DAWSON. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

***YES Dawson
Walker
Rolfson
Bryant
Cataldo
Homich***

NO None

3. Request Adoption of Resolution No. 2026-02, Approving the Wastewater Treatment Plant #2 Expansion Loan - State Revolving Fund (SRF) No. WW3514E

Mr. Brackins read Resolution No. 2026-02 by title only.

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.

Staff presented Resolution 2026-02, authorizing a State Revolving Fund loan in the amount of \$19,000,001.66, with 100% principal forgiveness, for the expansion of Wastewater Treatment Plant No. 2.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION 2026-02; SECONDED BY COUNCILMEMBER WALKER. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES ***Walker***
 Crail
 Rolfson
 Homich
 Bryant
 Cataldo
 Dawson

NO ***None***

4. Request Adoption of Resolution No. 2026-03, Approving the Federal BUILD Grant Application for the Wekiva Transportation and Infrastructure Corridor Project

Mr. Brackins read Resolution No. 2026-03 by title only.

RESOLUTION NO. 2026-03

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2026 FEDERAL GRANT FOR THE WEKIVA TRANSPORTATION AND INFRASTRUCTURE CORRIDOR 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.

Staff presented Resolution 2026-03, authorizing submission of a Federal BUILD Grant application for the project formerly known as the Wekiva Trail Extension, now renamed the Wekiva Transportation and Infrastructure Corridor Project.

Council discussed the economic and infrastructure benefits of the project.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER CRAIL TO ADOPT RESOLUTION 2026-03; SECONDED BY COUNCILMEMBER BRYANT. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES ***Walker***
 Crail
 Rolfson
 Homich
 Bryant
 Cataldo
 Dawson

NO ***None***

PRIORITY PROJECT UPDATES

1. Odor Issues-City Attorney Report

Mr. Brackins provided litigation updates.

2. Stormwater Facilities and Donnelly Street Roadway Recovery Update

Staff provided an update regarding stormwater facility repairs and flood recovery efforts, including the Donnelly Street washout and FEMA-funded projects.

Staff reported that a FEMA grant of approximately \$1.3 million will fund the boardwalk replacement and that the City is pursuing additional grants to address stormwater infrastructure improvements.

Council discussed ongoing design work and engineering evaluations for stormwater ponds and drainage systems.

CITY MANAGER'S REPORT

1. Mount Dora JPA 5th Extension

Mr. Sandersfeld explained the conditions that place this extension on the agenda. He described the processes currently taking place and those that are planned to take place.

COMMUNICATIONS AND REPORTS

Council discussed several pieces of pending state legislation affecting local governments, including House Bill 1143, which would require development applications to be approved within one business day.

Council expressed concern regarding the potential impacts of the legislation on municipal budgets and operations.

Council also discussed legislation restricting local government proclamations and updates on property tax and law enforcement funding proposals.

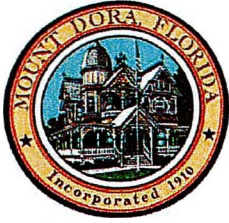
Council members expressed support for the Groveland Four compensation bill, which had passed the Florida Senate.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:44 p.m.

JAMES HOMICH, MAYOR
CITY OF MOUNT DORA

Jeanann Hand, City Clerk



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
March 17, 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 Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5

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 Bicycle Month

Mayor Homich read the proclamation into the record.

2. Proclamation Recognizing the Mount Dora Yacht Club 73rd Annual Sailing Regatta

Mayor Homich read the proclamation into the record. Edie Robinson, representing the Mount Dora Yacht Club, was present to receive the proclamation.

PUBLIC COMMENT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Rankings and Authorization to Negotiate — RFQ 26-UT-004 "Construction Manager at Risk (CMAR) Services for the Wastewater Treatment Plant #2 Expansion"
2. Request Ratification of Urban Forestry Grant Application for the 2025 Urban and Community Forestry Natural Disaster and Recovery Supplement Grant
3. Request Ratification of the Nineteenth and Twentieth Extensions of **Resolution No. 202545**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event
4. Request Approval of Meeting Minutes

ACTION ITEMS

1. Request for Code Lien Waiver or Reduction for 1450 Hilltop Drive

Mr. Brackins swore in staff and the property owner who would be testifying about the item.

Community Development Director Adam Sumner presented the case involving prior code violations, including unpermitted tree removal and a life safety issue related to a missing pool enclosure.

The Special Magistrate previously reduced the lien from \$37,310.18 to \$24,735.76, with administrative costs totaling \$1,835.76.

The property owner addressed the Council, acknowledged the violations, and requested further reduction based on compliance and corrective actions.

Council members discussed enforcement consistency, property compliance, and precedent considerations.

Motion by Councilmember Rolfson that, in Code Compliance Case No. E2025-0101, the fine be reduced to \$20,000.00, with the stipulation that the reduced fine be paid to the City of Mount Dora on or before April 26, 2026. Failure to pay the total reduced fine by that date will result in the fine reverting to its original amount of \$24,735.76. The motion died for lack of a second.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER THAT, IN CODE COMPLIANCE CASE NO. E2025-0101, THE EXISTING FINE BE REDUCED TO \$9,735.76, WITH THE STIPULATION THAT THE REDUCED FINE WILL BE PAID TO THE CITY OF MOUNT DORA ON OR BEFORE

APRIL 16, 2026. FAILURE TO PAY THE TOTAL REDUCED FINE WILL RESULT IN THE FINE REVERTING TO ITS ORIGINAL AMOUNT OF \$24,735.76; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 4-2 ROLL CALL VOTE.

YES *Walker*
 Dawson
 Cataldo
 Crail
NO *Rolfson*
 Homich

DISCUSSION ITEMS

1. FY26-27 Budget Calendar Discussion

The proposed budget calendar and workshop schedule was presented. The Council reviewed the timeline and identified no conflicts.

The City Clerk was directed to place the budget calendar and workshop dates on upcoming agendas and notify Council members accordingly.

2. Discussion on the Lake County and Lake Municipalities Joint Planning Agreement (JPA) Preserve Rural Lands

Council discussed a conceptual proposal to collaborate with Lake County and other municipalities to preserve rural lands and manage development impacts.

Discussion included managing growth and traffic congestion, protecting rural and transition lands, and potential regional coordination strategies.

CITY MANAGER'S REPORT

Mr. Sandersfeld directed attention to the lobbyist information in the agenda packet.

CITY ATTORNEY'S REPORT

Mr. Brackins reported that the Lake County Board of County Commissioners will consider the City's counteroffer on March 24.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson commented on St. Patrick's Day.

Councilmember Dawson spoke about pocket parks in District 3, attending the Police award ceremony, and Irish immigrants.

Councilmember Crail thanked Jennifer Gates and Andrew Marsian for their operational efficiency.

Vice-mayor Cataldo commented favorably about the Parks and Recreation and Building departments.

Mayor Homich spoke about property that may be suitable for a trailhead.

Council discussed the implications of SB 686, which addresses agricultural enclaves and development rights. They acknowledged the need for a balanced approach to development and infrastructure planning.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:22 p.m.

**JAMES HOMICH, MAYOR
CITY OF MOUNT DORA**

Jeanann Hand, City Clerk



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Police Pension Board (Board of Trustees)

Introduction:

A vacancy has occurred on the Police Pension Board due to the resignation of a current member. City Council action is required to appoint a replacement to serve the remainder of the term.

Discussion:

A vacancy has occurred on the Police Pension Board due to the resignation of a current member. City Council action is required to appoint a replacement to serve the remainder of the term. Pursuant to City Code, the Police Pension Board consists of five trustees. Two shall be legal residents of the city, subject to the approval of the city council.

Staff recommends the appointment of Mr. David Nye, a Mount Dora resident. Mr. Nye is a licensed general contractor with a background in law enforcement.

Budget Impact:

There is no direct budget impact associated with this appointment.

Strategic Impact:

Maintaining a fully constituted Pension Board supports effective governance, oversight, and fiduciary responsibility for the City's retirement system.

Recommendation:

City Council approve the appointment of David Nye to fill the vacant position on the Police Pension Board.

Attachment(s):

1. DAVID NYE.POLICE PENSION BOARD APPLICATION.ONLINE
SUBMITTAL.3.26.26

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Alan Cline, Director of Human Resources

Michael Gibson, Chief of Police

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/26/2026

Approved - 3/26/2026

Approved - 3/31/2026

Final Approval - 3/31/2026

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	David
Last Name	Nye
Address1	
Address2	Field not completed.
City	Mount Dora
State	Florida
Zip	
Phone Number	
Email Address	
Please provide a brief statement relating to your education, experience and reason for wishing to serve	I am a Florida native and proudly call Mount Dora home since 2003. I bring a diverse professional background, including 10 years of service in law enforcement, followed by founding and successfully growing a roofing company into an eight figure annual revenue business before exiting the company. My experience in law enforcement provided me with a strong sense of duty, integrity and accountability, while my time as a business owner strengthened my understanding of financial management, strategic decision making and long term planning. I am interested in serving on the Police Pension Board to contribute my experience in both public service and financial management. I understand the importance of protecting and responsibly managing pension funds for those who have dedicated their careers to serving the community and I would be honored to support the mission.

Resume or additional
attachments (not
required)

Field not completed.

Boards on which you
wish to serve

Police Pension Board

Upon Completion

This form will be submitted to the City Clerk's Office.



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Public Arts Commission Appointment

Introduction:

This is a request for Council to approve an appointment to the Public Arts Commission.

Discussion:

There is a vacancy for a District 4 representative on the Public Arts Commission.
Councilmember Marc Crail is proposing the appointment of John Wesner to fill the vacancy.

Budget Impact:

None.

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 the appointment.

Attachment(s):

1. PAC - John Wesner

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/31/2026

Final Approval - 3/31/2026

**APPLICATION TO SERVE AS A BOARD OR COMMITTEE MEMBER
FOR THE
CITY OF MOUNT DORA**

Please complete all of the data fields listed below. Each applicant is advised that a very thorough criminal background investigation will be conducted through the Florida Department of Law Enforcement.

Applicant is subject to Florida Sunshine Laws
Immediately Upon Appointment to a Board or Committee

1. Name: WESNER JOHN H
(last) (first) (middle)

2. Sex: MALE 3. DOB: 9-23-65

4. Home Address: 1444 E 5TH AVE MT DORA FL 32757
(street, city, state and zip code)

5. Mailing Address: 1444 E 5TH AVE MT DORA FL 32757

6. Primary phone no. 954 540 1812 7. Secondary phone no.

8. Social Security Number:
(For the Purpose of Background investigation) [REDACTED]

9. Email: KNOXLANDING@YMAIL.COM

10. Provide a brief statement relating to your education, experience and reason for wishing to serve. (You may attach a resume.)

ART INSTITUTE OF FORT LAUDERDALE
KNOX BOROUGH COUNCILMAN, KNOX, PA 1984-86
I AM CURRENTLY SEEKING A SPOT ON THE ARTS &
CULTURE COMMITTEE. MY ART BACKGROUND INCLUDES RESIDENTIAL
DESIGN, COLOR CONSULTATION AND AMATEUR GARDENER. I
AM A SILVERSMITH JEWELRY DESIGNER AS WELL AS
AN ARTIST IN VARIOUS MEDIUMS. I FEEL MY ART BACKGROUND
WILL BENEFIT MOUNT DORA'S ONGOING RELATED PROJECTS.

11. Boards on which you wish to serve: _____
ARTS & CULTURE

Please return this form to the Office of the City Manager, 510 Baker Street, Mount Dora, FL 32757
PH: 735-7126 for additional information.
brdapp (4/2/02)



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

DATE: April 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Annual Tourism Campaign

Introduction:

This presentation provides City Council with information and updates regarding the 2026 annual tourism campaign and presents options for discussion.

Discussion:

Each year, the City of Mount Dora implements a tourism campaign designed to attract day visitors to the community. Past campaigns have included broadcast media commercials, advertising at transportation hubs, live weather camera features, and sports tourism initiatives. For this year's campaign, staff is presenting the following:

1. Expedia Digital Campaign – Discover Lake Partnership

In partnership with Discover Lake, this would be a cooperative digital tourism campaign in which Mount Dora participates alongside other destinations to promote travel on platforms such as Expedia. The campaign targets individuals who are already planning trips and directs them to a Mount Dora-specific landing page featuring local experiences, events, attractions, and lodging options.

This approach allows for shared exposure across participating destinations while maintaining the ability to highlight Mount Dora's identity and offerings. The campaign structure is intended to connect potential visitors with trip planning resources in a centralized format.

2. Orlando Sanford International Airport Advertising

This campaign would utilize advertising placements in high-traffic areas throughout the airport to increase visibility among both departing and arriving passengers. Locations are situated along primary passenger pathways and at key intersections, allowing for exposure at multiple points within the terminal environment.

Placements are generally positioned at eye level and within areas where travelers naturally pause or wait, providing consistent visibility prior to departure and upon arrival.

Options include wall wrap advertisements, digital network placements, and static displays.

3. Orlando City Soccer Campaign

The campaign includes three primary advertising components:

- **In-Game Advertising** – Branded placements within the stadium environment, including digital LED signage and other in-game assets that position the City directly in front of attendees and broadcast audiences during matches.
- **Email Marketing** – The City would receive brand mentions in one (1) email distributed to the Club’s database.
- **Event-Based Activation & Content Capture** – Community-focused experiences such as the Mount Dora Takeover, where on-site engagement, player appearances, and local business integration generate authentic content and extend the campaign beyond the stadium. Curated content is also shared across official team social media platforms, featuring branded posts, graphics, and storytelling that highlight the City and the event.

Budget Impact:

A total of \$40,000 has been allocated for the City’s annual tourism campaign in GL# 001-1620-552-48-01.

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Goal 3: Promote Tourism

Objective 3.1: Each year create a campaign with a minimum \$40,000 budget targeting day-trippers to Mount Dora.

Recommendation:

Discussion item for information and updates on the preferred tourism campaign options for 2026.

Attachment(s):

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

Reviewed by:

Misty Sommer, Director of Economic Development & Public Information

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 3/24/2026

Approved - 3/30/2026

Final Approval - 3/30/2026



Media Release

For Immediate Release:

Media Contact: Misty Sommer
352-735-7110 Office
352-552-8078 Cell
sommern@mountdora.gov

City of Mount Dora Provides Update on Post-Flood Recovery and Donnelly Street Reconstruction

MOUNT DORA, Fla. (March 23, 2026) – Following last year's flash flooding event, the City of Mount Dora is providing an update on ongoing recovery efforts, including the Donnelly Street roadway reconstruction project and other improvement projects throughout the city.

The Donnelly Street roadway reconstruction project has completed its bid process, and The Middlesex Corporation has been selected as the contractor for the project. With more than 50 years of experience in bridge replacement, highway and interchange infrastructure, and paving and resurfacing, the firm brings significant expertise to this critical effort.

Construction is scheduled to begin on March 24, with crews working around the clock over the next 32 days. The project is anticipated to be completed by May 2026, pending any unforeseen delays. For the safety of the public and construction crews, entry into the construction area is restricted. Please follow all posted signage and detours.

The City has taken additional steps to ensure a thorough, long-term solution. Licensed consultants and contractors have been engaged to conduct detailed analysis, and the scope of the study has been expanded beyond Donnelly Street to evaluate the entire drainage basin serving the area. This comprehensive approach is intended to address system-wide conditions and prevent recurring issues, rather than simply repairing visible damage.

Temporary water flow relief measures have been installed along the west side of Donnelly Street while final engineering recommendations are completed. A temporary mitigation solution is also in place at Lake John as part of the broader basin evaluation.

Utility upgrades are also progressing. The rerouting of potable and reclaimed water lines along Grandview Street and Fiddler Avenue is approximately 50 percent complete. These improvements support the redesigned roadway and drainage infrastructure and enhance long-term system reliability.

The City has also secured outside funding assistance to help offset project costs and reduce the financial impact locally. These efforts reflect Mount Dora's commitment to implementing solutions that are careful, professional, and built for long-term resilience.

Downtown Mount Dora remains open and accessible.

Project updates will continue to be shared at MountDora.gov.

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