



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
June 2, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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

UPCOMING MEETING DATES

1. Monday June 8, 2026, 6:00 p.m., Budget Workshop: Set Budget Parameters and Fire Assessment
2. Tuesday, June 16, 2026, 6:00 p.m., Regular Session
3. Monday, July 6, 2026, 6:00 p.m., Budget Workshop: Capital Outlay and CIP; Enterprise

4. Tuesday, July 7, 2026, 6:00 p.m., Regular Session
5. Monday, July 20, 2026, 6:00 p.m., Budget Workshop: Governmental Funds and Internal Services
6. Tuesday, July 21, 2026, 6:00 p.m., Regular Session

ADJOURNMENT

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

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



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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Certificate of Recognition for Erin Creel, Library Archivist

Introduction:

The City Council will recognize Erin Creel, Library Archivist, for receiving the Society of Florida Archivists Award of Excellence.

Discussion:

The Society of Florida Archivists Award of Excellence recognizes outstanding contributions to the preservation of Florida's documentary heritage. The award may be presented to an individual, institution or exemplary program that has demonstrated noteworthy leadership in the archival field, promoted professional excellence through outstanding achievement or contributed significantly to the betterment of the profession.

Nominees are reviewed annually by the Society of Florida Archivists Awards Committee and approved by the Society of Florida Archivists Executive Board. Erin Creel was nominated and subsequently selected as the 2026 recipient of the Award of Excellence and was recognized at the Society's recent annual meeting.

This recognition reflects Ms. Creel's dedication to preserving and promoting access to historical records and materials, as well as her continued service to the Mount Dora community through her work with the Mount Dora Archives.

Click the following link for more information about the award:
<https://floridaarchivists.wildapricot.org/Award-of-Excellence>.

Budget Impact:

There is no budget impact associated with this recognition.

Strategic Impact:

This recognition supports the City's commitment to preserving Mount Dora's history, strengthening community identity, and promoting excellence in public service.

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.

Objective 12.4 Strive to achieve the library's mission of "lifelong learning and access to information" through innovative programming.

Recommendation:

Staff recommends that the Mayor and City Council present a Certificate of Recognition to Erin Creel in honor of her receipt of the Society of Florida Archivists Award of Excellence.

Attachment(s):

1. Certificate of Recognition.Erin Creel.2026

Prepared by: Cathy Lunday, Library Director

Reviewed by:

Cathy Lunday, Library Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/18/2026

Approved - 5/19/2026

Final Approval - 5/19/2026



CERTIFICATE OF RECOGNITION

WHEREAS, City of Mount Dora Archivist Erin Creel has completed an extraordinary year with the City of Mount Dora and has been recognized by the Society of Florida Archivists; and

WHEREAS, Erin, in her daily duties, has presented updates to the library's governing board, worked alongside Mount Dora Historical Society board members, provided research for city residents on their homes and mentored high school students;

WHEREAS, Erin launched the new sponsored Lemonade Lecture series, a sponsored quarterly historical programming effort bringing unconventional speakers, costumed docents and homemade refreshments to the Simpson Farmhouse, for the public to enjoy;

WHEREAS, Erin conducted stellar outreach, represented the city at a newly-formed museum sharing symposium, initiated contact with related organizations, and was sought for in-depth interviews by a local radio station as well as WUCF's Florida Road Trip production team;

WHEREAS, Erin curated a collection of slice-of-life images of Mount Dora circa 1905 to be hung in the city's Simpson Farmhouse and built two eye-catching displays in City Hall;

WHEREAS, Erin researched and scanned 150 maps from various sources, publishing 90 of them in the Mount Dora Archives, and produced the sponsored exhibit, "Maps of Mount Dora," with twenty of the most compelling maps;

WHEREAS, Erin developed an industry-based protocol for scanning and transcription of historical City of Mount Dora City Council minutes, which she taught to volunteer high school students, resulting in scanned, readable and published minutes for the years 1916 to 1925 and 1939 to 1968.

NOW, THEREFORE, I, James Homich, as Mayor of the City of Mount Dora, Florida, in recognition of her community outreach, professional standards and noteworthy accomplishments, proudly present Erin Creel with this Certificate of Recognition on behalf of the citizens of Mount Dora as the recipient of the 2026 Society of Florida Archivists Award of Excellence.

James Homich, Mayor



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

DATE: June 2, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: Ceremonial Recognition

Introduction:

This item is scheduled as a ceremonial recognition.

Discussion:

This item is scheduled as a ceremonial recognition related to the month of June and the City's commitment to dignity, respect, kindness, and equal protection under the law for every person in the community.

Budget Impact:

The item does not authorize an expenditure of City funds and does not approve City sponsorship or promotion of an event.

Strategic Impact:

The item supports civic engagement, respectful public discourse, and recognition of community contributions.

Recommendation:

For the Mayor to read the attached ceremonial recognition into the record, with no associated funding, sponsorship, promotion, program approval, or other City action.

Attachment(s):

1. Ceremonial Recognition

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

City Attorney,
Jeanann Hand, City Clerk

Approved - 5/27/2026

Approved - 5/27/2026

Vince Sandersfeld, City Manager

Final Approval - 5/27/2026



CEREMONIAL RECOGNITION

WHEREAS, Pride Month occurs in the United States in June and is historically associated with the Stonewall events of June 1969; and

WHEREAS, the City of Mount Dora is strengthened when all residents are treated with dignity, respect, and civility, and when neighbors are able to participate in the civic and community life of the City; and

WHEREAS, residents, families, employees, business owners, volunteers, artists, veterans, faith leaders, and community members contribute to the cultural, civic, and economic life of Mount Dora; and

WHEREAS, the month of June provides an opportunity to acknowledge community contributions, encourage respectful dialogue, and affirm the importance of kindness, mutual respect, and equal treatment under the law; and

WHEREAS, this ceremonial recognition is intended to acknowledge community contributions and promote respect among neighbors in a manner consistent with applicable law.

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, hereby recognize June 2026 as a time for all residents to reaffirm Mount Dora's commitment to dignity, respect, kindness, and equal protection under the law for every person in our community.

James L. Homich, Mayor



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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation Mount Dora Police Department Safety Initiatives

Introduction:

This is an opportunity for the Mount Dora Police Department to present information to Council regarding current public safety initiatives, traffic safety efforts, technology enhancements, and community engagement programs aimed at improving the safety and quality of life within the City of Mount Dora.

Discussion:

The presentation will provide an overview of the Police Department's current organizational structure, traffic enforcement activity, crash data, Flock Safety camera program, school zone speed enforcement program, and community outreach initiatives. The presentation will also highlight ongoing efforts related to crime prevention, traffic safety, youth engagement, and community partnerships.

Budget Impact:

There is no direct budget impact associated with this presentation item. Current initiatives discussed are funded through previously approved operating budgets, grants, program revenues, or existing departmental resources.

Strategic Impact:

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

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

Recommendation:

Informational only.

Attachment(s):

1. Police Department Presentation 6-2-2026

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Michael Gibson, Chief of Police

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/19/2026

Approved - 5/19/2026

Final Approval - 5/19/2026



Mount Dora Police Department

Enhancing Mount Dora's Safety

City Council June 2, 2026



What We'll Cover

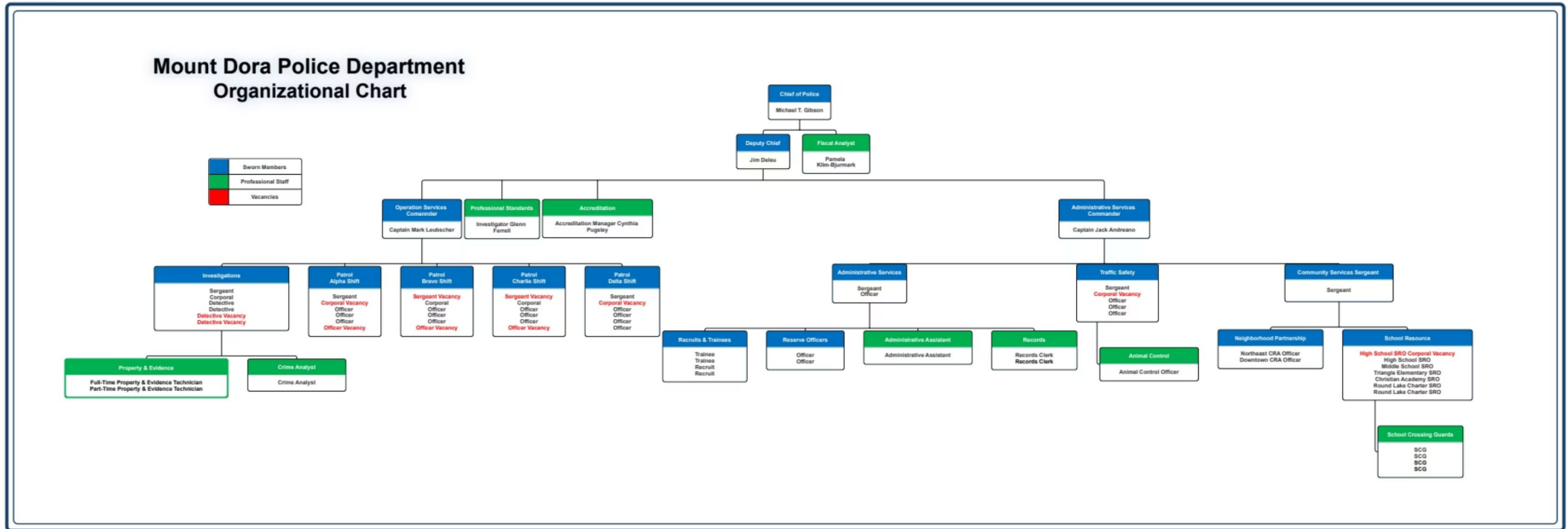
Traffic Stops & Crashes

Flock Safety Cameras

School Zone Enforcement

Community Engagement

Mount Dora Police Department Organizational Chart





Traffic & Service Overview - 2026

2,227

Traffic Stops

Total stops in 2026

285

Crashes

Total crashes in 2026

7,818

Calls for Service

Total calls in 2026



Flock Safety Cameras: How It Works & Why It Matters



Designed to **solve crimes** , not surveil the public —
objective data, shared only with law enforcement.

Camera Captures

Alert Sent

Officer Responds

Case Solved



School Speed Zone Cameras

2,640

Peak Month (Dec 2025)
Mailed Citations

1,916

April 2026
Mailed Citations

▼ 27%

Decrease in Citations
Dec 2025 → Apr 2026

11,080

Total Mailed Citations

7,367

Total Paid Citations

7,129

Total Warnings
Sep–Nov 2025

Community Engagement Programs & Events

Youth & Education

Youth Leadership Program

Manatee Camp

Reading at HeadStart

Citizens Police Academy

Fraud Prevention Presentations

Community Events

Coffee with a Cop Events

Trunk or Treat

BBQ with the Blue

Community Meetings

Community Organized Events



Outreach & Prevention



Holiday Programs

Santa Tour

School Santa Tours

Shop with a Cop

Stuff a Cruiser

Toy Giveaway

Crime Prevention

Neighborhood Watch

Home Security

Business Safety

Safety Workshops

Fraud Awareness



Questions?

Mount Dora Police Department

Address: 1300 N. Donnelly St., Mount Dora, FL 32757

Phone: (352) 735 - 7130

Website: www.cityofmountdora.com

Non-Emergency: (352) 343 - 2101



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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Atlantic Pipe Services LLC for Cured-In-Place Pipe Lining (CIPP)

Introduction:

This is a request for City Council to approve a piggyback agreement for CIPP services with Atlantic Pipe Services LLC under a piggyback agreement with the City of Gainesville, d/b/a Gainesville Regional Utilities.

Discussion:

The City Utility currently has over 106 miles of sewer and gravity mains. Rule 62-600.705, F.A.C., which became effective on June 28, 2023, requires domestic wastewater facility permittees to proactively assess the condition of the collection system and to identify needed maintenance and repairs. The services being provided by Atlantic Pipe Services LLC will be used to perform CIPP services as pipes requiring improvement are identified. This piggyback agreement will support the City of Mount Dora staff in completing portions of the work necessary to comply with the regulatory requirements.

The City of Mount Dora has determined that piggybacking a contract entered into by the City of Gainesville, d/b/a Gainesville Regional Utilities with Atlantic Pipe Services LLC is an advantageous way to procure these services.

The City of Gainesville, d/b/a Gainesville Regional Utilities has similar infrastructure and restoration needs and has successfully established a long-term service contract with Atlantic Pipe Services LLC for CIPP services.

Budget Impact:

This is a service contract to perform CIPP services as pipes requiring improvements are identified, and to keep the utility system in top condition.

The FY 26/27 budget contains funding for renewal and replacement monies to proactively assess the condition of the collection system and to identify needed maintenance and repairs. Preventive maintenance with a renewal and replacement program is cheaper than emergency repair and treatment disruptions.

Strategic Impact:

Objective 8.5 - Implement Water and Wastewater maintenance programs to reduce operating cost and ensure good, reliable service.

Recommendation:

Council to approve the piggyback agreement with Atlantic Pipe Services LLC for CIPP services.

Attachment(s):

1. Signed Atlantic Pipe Services Piggyback (5-6-26)

Prepared by: Bill Mitchell, City Engineer

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 - 5/12/2026

Approved - 5/12/2026

Approved - 5/12/2026

Approved - 5/13/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **ATLANTIC PIPE SERVICES, LLC.**, a Florida limited liability company, located at 1420 Martin Luther King Jr Blvd., Sanford, Florida 32771 (“CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Contract for Sanitary Sewer Line and Manhole Rehabilitation Services between the City of Gainesville d/b/a Gainesville Regional Utilities and CONTRACTOR, effective November 1, 2024 attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Bradford County Sherriff’s Office, through ITB 2024-083; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect until October 1, 2027 and may be renewed for an additional two (2) one (1) year period upon written mutual agreement by the CITY and CONTRACTOR. Beyond the renewals described above, this Agreement may be renewed for an additional six (6) months to allow for competition of a solicitation.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. NOTICE.

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

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

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

CONTRACTOR: Atlantic Pipe Services, LLC.
1420 Martin Luther King Jr Blvd.,

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records

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

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

SECTION 13. PUBLIC RECORDS.

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

- (A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
- (B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.
- (F) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

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

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

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

SECTION 18. SCRUTINIZED COMPANIES.

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

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

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

[Signatures on Next Page]

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

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

ATLANTIC PIPE SERVICES, LLC

Jacob Pitchford

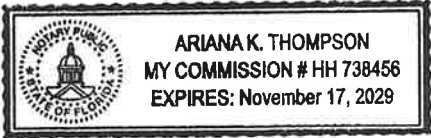
Print: Jacob Pitchford

Title: Orlando Division Manager

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged and sworn to before me by means of physical presence or online notarization of Jacob Pitchford, as Branch Manager of Atlantic Pipe Services, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 7th day of May, 2026.

(stamp)



Ariana K. Thompson
NOTARY PUBLIC

Attachments:

- Exhibit 1 – Underlying Contract
- Exhibit 2 – Solicitation
- Exhibit 3 – Insurance Requirements
- Exhibit 4 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between

City of Gainesville, d/b/a Gainesville Regional Utilities
and
Atlantic Pipe Services, LLC

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES,
AND ATLANTIC PIPE SERVICES, LLC.
FOR
SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES**

THIS CONTRACT is made and entered into with an effective date of November 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES (“GRU”), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and ATLANTIC PIPE SERVICES, LLC, a Florida limited liability company (“CONTRACTOR”), with its principal place of business at 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771, individually referred to as “Party” or collectively as “Parties.”

WHEREAS, GRU requires Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU issued a Solicitation on August 8, 2024 for Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, CONTRACTOR submitted a Response dated August 30, 2024 to provide Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. The CONTRACTOR shall provide Sanitary Sewer Line & Manhole Rehabilitation Services as detailed in the Technical Specifications (ATTACHMENT 2) in accordance with the General Terms and Conditions, and Supplemental Conditions.
2. GRU shall pay the CONTRACTOR for the faithful performance of this Contract according to the unit pricing set forth in schedule attached hereto (ATTACHMENT 1) on individual line items on an as needed basis. Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase percentage shall not exceed the Producer’s Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.
3. The term of this Contract shall commence upon execution and terminate on October 1, 2027. This Contract may be extended for two (2) 1-year extensions, upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

ATLANTIC PIPE SERVICES, LLC

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: *Allan Cagle*
Allan Cagle (Nov 1, 2024 09:53 EDT)
Allan Cagle
President

BY: *Thomas Brown*
Thomas Brown (Oct 24, 2024 08:52 EDT)
Thomas Brown
Chief Operating Officer

Date: 11/01/2024

Date: 10/24/2024

By: *Debbie Daugherty*
Debbie Daugherty (Oct 22, 2024 12:11 EDT)
Debbie Daugherty
Water Wastewater Officer

Date: 10/22/2024

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Oct 22, 2024 09:08 EDT)
David Schwartz
Assistant City Attorney

Date: 10/22/2024

Procurement Representative:
Prepared By: Annie Velez
Procurement Specialist III

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

1.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

1.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

1.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

1.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project

Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d) Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e) Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

1.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

1.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

1.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

1.9. ANTI HUMAN TRAFFICKING

On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide GRU with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

1.10. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

1.11. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

1.12. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

1.13. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

1.14. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

1.15. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

1.16. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

1.17. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

1.18. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General

exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

1.19. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

ii. Upon request from GRU's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by 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 if the contractor does not transfer the records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

1.20. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at <https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders>.

1.21. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

1.22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

1.23. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.25. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

1.26. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

1.27. CONTRACTOR RESPONSIBILITIES

a) Performance. Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b) Project Related Requirements. Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

1.28. COOPERATION/ COORDINATION

a) Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b) Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

c) Work by Other Contractor. GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d) Coordination. Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

1.29. INDEMNIFICATION

a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including

attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d) The provisions of this section shall survive the termination or expiration of this Contract.

1.30. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

1.31. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

1.32. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

1.33. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to

any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

1.34. TERMINATION

a) Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- i. refusing, failing or being unable to properly manage or perform;
- ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

c) Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

1.35. FORCE MAJEURE

a) No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

b) In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

c) In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

1.36. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

1.37. WORK HOURS

GRU normal business hours are 8:00 AM EST to 5:30 PM EST. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

1.38. PERFORMANCE TIME

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

1.39. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of \$500 per calendar day for each day after the agreed upon completion date or the last day of September for year scope was provided

1.40. COMPLETION OF WORK

1. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

1.41. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

1.42. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

1.43. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage

- Worker's Compensation:
 - State (Florida): Statutory
 - Applicable Federal: Statutory
 - Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

1.44. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials, equipment, or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

1.45. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.

b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply

with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.

d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency

e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.

f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.

g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

1.46. WARRANTY OF TITLE

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

1.47. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

1.48. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).

3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

1.49. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- d. GRU Supplemental Conditions
- e. GRU General Conditions
- f. GRU Instructions
- g. Contractor Response

ATTACHMENT 1

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Amount
Mobilization					
A-1	Inspection and Cleaning Mobilization (1 per Project Area)	EA	\$500.00	5	\$2,500.00
A-2	CIPP Rehabilitation Mobilization (1 per Project Area)	EA	\$3,541.00	5	\$17,705.00
A-3	Lateral Service and Cleanout Mobilization (1 per Project Area)	EA	\$0.00	5	\$0.00
A-4	MH Rehabilitation Mobilization (1 per Project Area)	EA		5	
A-5	Easement Access Road Matting	LF	\$6.37	500	\$3,185.00
	Easement Reel Access				
A-6	6" to 12" diameter	LF	\$3.50	500	\$1,750.00
A-7	14" to 18" diameter	LF	\$4.50	500	\$2,250.00
A-8	20" to 24" diameter	LF	\$5.50	500	\$2,750.00
Mainline Clean & Inspection - Sanitary					
CCTV Inspection and Light Cleaning (4 Line Passes or less)					
B-1	6" diameter	LF	\$4.15	5,000	\$20,750.00
B-2	8" - 12" diameter	LF	\$3.15	10,000	\$31,500.00
B-3	14" - 18" diameter	LF	\$4.45	5,000	\$22,250.00
B-4	20" - 24" diameter	LF	\$5.85	2,500	\$14,625.00
B-5	27" - 42" diameter	LF	\$7.00	1,000	\$7,000.00
Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)					
B-6	6" diameter	LF	\$3.15	5,000	\$15,750.00
B-7	8" - 12" diameter	LF	\$2.15	10,000	\$21,500.00
B-8	14" - 18" diameter	LF	\$2.50	5,000	\$12,500.00
B-9	20" - 24" diameter	LF	\$8.25	2,500	\$20,625.00
B-10	27" - 42" diameter	LF	\$20.00	1,000	\$20,000.00
Root Cutting					
B-11	6" diameter	LF	\$9.75	1,000	\$9,750.00
B-12	8" - 12" diameter	LF	\$11.00	2,500	\$27,500.00
B-13	14" - 18" diameter	LF	\$19.69	500	\$9,845.00
B-14	20" - 24" diameter	LF	\$24.00	500	\$12,000.00
B-15	27" - 42" diameter	LF	\$50.00	500	\$25,000.00
Tuberculation Removal					
B-16	6" diameter	LF	\$10.54	1,000	\$10,540.00
B-17	8" - 12" diameter	LF	\$12.72	5,000	\$63,600.00
B-18	14" - 18" diameter	LF	\$14.32	5,000	\$71,600.00
B-19	20" - 24" diameter	LF	\$16.25	1,000	\$16,250.00
B-20	27" - 42" diameter	LF	\$61.29	500	\$30,645.00
Service Lateral Clean & Inspection - Sanitary					
C-1	Service Lateral CCTV Inspection	EA	\$75.00	500	\$37,500.00
C-2	Service Lateral Cleaning	EA	\$100.00	500	\$50,000.00
C-3	Service Lateral Tuberculation Removal	LF	\$35.00	250	\$8,750.00
C-4	Protruding Service Lateral Removal	EA	\$950.00	100	\$95,000.00
Mainline Cured In Place Pipe (CIPP) Installation - Sanitary					
End Seals					
D-1	6" Dia. End Seals (Per Segment)	EA	\$52.50	100	\$5,250.00
D-2	8" Dia. End Seals (Per Segment)	EA	\$280.98	100	\$28,098.00
D-3	10" Dia. End Seals (Per Segment)	EA	\$316.06	100	\$32,606.00
D-4	12" Dia. End Seals (Per Segment)	EA	\$351.16	100	\$35,116.00
D-5	14" Dia. End Seals (Per Segment)	EA	\$388.48	50	\$19,424.00
D-6	15" Dia. End Seals (Per Segment)	EA	\$398.00	50	\$19,900.00
D-7	16" Dia. End Seals (Per Segment)	EA	\$447.34	50	\$22,367.00
D-8	18" Dia. End Seals (Per Segment)	EA	\$444.80	50	\$22,240.00
D-9	20" Dia. End Seals (Per Segment)	EA	\$630.74	50	\$31,537.00
D-10	21" Dia. End Seals (Per Segment)	EA	\$620.36	50	\$31,018.00
D-11	24" Dia. End Seals (Per Segment)	EA	\$667.18	50	\$33,359.00
6" diameter					
D-12	4.5 mm manufactured thickness (.177)	LF	\$42.60	2,000	\$85,200.00
8" diameter					
D-13	6.0 mm manufactured thickness (.236)	LF	\$43.94	5,000	\$219,700.00
D-14	Add Item - 1.5mm increaser per LF	LF	\$2.61	5,000	\$13,050.00
10" diameter					
D-15	6.0 mm manufactured thickness (.236)	LF	\$50.95	2,500	\$127,375.00
D-16	Add Item - 1.5mm increaser per LF	LF	\$2.95	2,500	\$7,375.00
12" diameter					
D-17	6.0 mm manufactured thickness (.236)	LF	\$57.01	2,500	\$142,525.00
D-18	Add Item - 1.5mm increaser per LF	LF	\$3.26	2,500	\$8,150.00
14" diameter					
D-19	6.0 mm manufactured thickness (.236)	LF	\$67.26	2,500	\$168,150.00
D-20	Add Item - 1.5mm increaser per LF	LF	\$3.56	2,500	\$8,900.00
15" diameter					
D-21	7.5 mm manufactured thickness (.295)	LF	\$71.18	2,500	\$177,950.00
D-22	Add Item - 1.5mm increaser per LF	LF	\$4.07	2,500	\$10,175.00
16" diameter					
D-23	7.5 mm manufactured thickness (.295)	LF	\$83.41	2,500	\$208,525.00
D-24	Add Item - 1.5mm increaser per LF	LF	\$5.92	2,500	\$14,800.00
18" diameter					
D-25	7.5 mm manufactured thickness (.295)	LF	\$90.75	5,000	\$453,750.00
D-26	Add Item - 1.5mm increaser per LF	LF	\$4.47	5,000	\$23,700.00
20" diameter					
D-27	7.5 mm manufactured thickness (.295)	LF	\$104.34	2,500	\$260,850.00
D-28	Add Item - 1.5mm increaser per LF	LF	\$7.14	2,500	\$17,850.00
21" diameter					
D-29	9.0 mm manufactured thickness (.354)	LF	\$118.80	1,000	\$118,800.00
D-30	Add Item - 1.5mm increaser per LF	LF	\$7.15	1,000	\$7,150.00
24" diameter					
D-31	10.5 mm manufactured thickness (.413)	LF	\$138.92	1,000	\$138,920.00
D-32	Add Item - 1.5mm increaser per LF	LF	\$6.16	1,000	\$6,160.00

	27" diameter				
D-33	10.5 mm manufactured thickness (.413)	LF	\$151.89	1,000	\$151,890.00
D-34	Add Item - 1.5mm increaser per LF	LF	\$7.16	1,000	\$7,160.00
	30" diameter				
D-35	12 mm manufactured thickness (.472)	LF	\$185.69	1,000	\$185,690.00
D-36	Add Item - 1.5mm increaser per LF	LF	\$8.23	1,000	\$8,230.00
	36" diameter				
D-37	12 mm manufactured thickness (.472)	LF	\$214.11	1,000	\$214,110.00
D-38	Add Item - 1.5mm increaser per LF	LF	\$10.57	1,000	\$10,570.00
	42" diameter				
D-39	13.5 mm manufactured thickness (.531)	LF	\$281.52	1,000	\$281,520.00
D-40	Add Item - 1.5mm increaser per LF	LF	\$11.27	1,000	\$11,270.00
Manhole External Drop Cured in Place Pipe Services					
Drop Pipe Setup, CCTV, Cleaning and CIPP Installation					
	6" diameter				
E-1	Setup, CCTV Inspection, and Cleaning	EA		20	
E-2	4.5 mm manufactured thickness	LF		150	
E-3	Add Item - 1.5mm increaser per LF	LF		150	
	8" diameter				
E-4	Setup, CCTV Inspection, and Cleaning	EA		20	
E-5	4.5 mm manufactured thickness	LF		150	
E-6	Add Item - 1.5mm increaser per LF	LF		150	
	10" diameter				
E-7	Setup, CCTV Inspection, and Cleaning	EA		10	
E-8	6.0 mm manufactured thickness	LF		100	
E-9	Add Item - 1.5mm increaser per LF	LF		100	
	12" diameter				
E-10	Setup, CCTV Inspection, and Cleaning	EA		10	
E-11	6.0 mm manufactured thickness	LF		100	
E-12	Add Item - 1.5mm increaser per LF	LF		100	
	14" diameter				
E-13	Setup, CCTV Inspection, and Cleaning	EA		10	
E-14	6.0 mm manufactured thickness	LF		100	
E-15	Add Item - 1.5mm increaser per LF	LF		100	
	15" diameter				
E-16	Setup, CCTV Inspection, and Cleaning	EA		2	
E-17	6.0 mm manufactured thickness	LF		25	
E-18	Add Item - 1.5mm increaser per LF	LF		25	
	16" diameter				
E-19	Setup, CCTV Inspection, and Cleaning	EA		10	
E-20	6.0 mm manufactured thickness	LF		100	
E-21	Add Item - 1.5mm increaser per LF	LF		100	
	18" diameter				
E-22	Setup, CCTV Inspection, and Cleaning	EA		2	
E-23	6.0 mm manufactured thickness	LF		25	
E-24	Add Item - 1.5mm increaser per LF	LF		25	
	20" diameter				
E-25	Setup, CCTV Inspection, and Cleaning	EA		10	
E-26	6.0 mm manufactured thickness	LF		100	
E-27	Add Item - 1.5mm increaser per LF	LF		100	
	21" diameter				
E-28	Setup, CCTV Inspection, and Cleaning	EA		2	
E-29	6.0 mm manufactured thickness	LF		25	
E-30	Add Item - 1.5mm increaser per LF	LF		25	
	24" diameter				
E-31	Setup, CCTV Inspection, and Cleaning	EA		2	
E-32	6.0 mm manufactured thickness	LF		25	
E-33	Add Item - 1.5mm increaser per LF	LF		25	
Lift Station External Drop Cured in Place Pipe Services					
Drop Pipe Setup, CCTV, Cleaning and CIPP Installation					
	6" diameter				
F-1	Setup, CCTV Inspection, and Cleaning	EA		5	
F-2	4.5 mm manufactured thickness (.236)	LF		50	
F-3	Add Item - 1.5mm increaser per LF	LF		50	
	8" diameter				
F-4	Setup, CCTV Inspection, and Cleaning	EA		5	
F-5	4.5 mm manufactured thickness (.236)	LF		50	
F-6	Add Item - 1.5mm increaser per LF	LF		50	
	10" diameter				
F-7	Setup, CCTV Inspection, and Cleaning	EA		5	
F-8	6.0 mm manufactured thickness (.236)	LF		50	
F-9	Add Item - 1.5mm increaser per LF	LF		50	
	12" diameter				
F-10	Setup, CCTV Inspection, and Cleaning	EA		5	
F-11	6.0 mm manufactured thickness (.236)	LF		50	
F-12	Add Item - 1.5mm increaser per LF	LF		50	
	14" diameter				
F-13	Setup, CCTV Inspection, and Cleaning	EA		5	
F-14	6.0 mm manufactured thickness (.236)	LF		50	
F-15	Add Item - 1.5mm increaser per LF	LF		50	
	15" diameter				
F-16	Setup, CCTV Inspection, and Cleaning	EA		5	
F-17	6.0 mm manufactured thickness (.236)	LF		50	
F-18	Add Item - 1.5mm increaser per LF	LF		50	
	16" diameter				
F-19	Setup, CCTV Inspection, and Cleaning	EA		5	
F-20	6.0 mm manufactured thickness (.236)	LF		50	
F-21	Add Item - 1.5mm increaser per LF	LF		50	
	18" diameter				
F-22	Setup, CCTV Inspection, and Cleaning	EA		2	
F-23	6.0 mm manufactured thickness (.236)	LF		20	
F-24	Add Item - 1.5mm increaser per LF	LF		20	
	20" diameter				
F-25	Setup, CCTV Inspection, and Cleaning	EA		5	
F-26	6.0 mm manufactured thickness (.236)	LF		50	
F-27	Add Item - 1.5mm increaser per LF	LF		50	
	21" diameter				
F-28	Setup, CCTV Inspection, and Cleaning	EA		2	
F-29	6.0 mm manufactured thickness (.236)	LF		20	

F-30	Add Item - 1.5mm increaser per LF 24" diameter	LF		20	
F-31	Setup, CCTV Inspection, and Cleaning	EA		2	
F-32	6.0 mm manufactured thickness (.354)	LF		20	
F-33	Add Item - 1.5mm increaser per LF	LF		20	

Mainline CIPP Ancillary Services					
G-1	Lateral Service Reinstatement	EA	\$354.10	200	\$70,820.00
G-2	Segment Dewatering Operation (Well point)	DAY	\$7,500.00	5	\$37,500.00
	Internal Spot Repair				
	8" diameter				
G-3	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,500.00	3	\$10,500.00
G-4	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,500.00	3	\$13,500.00
	10" diameter				
G-5	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,750.00	3	\$11,250.00
G-6	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,750.00	3	\$14,250.00
	12" diameter				
G-7	316L Stainless Steel Mechanical Point Repair Insert	EA	\$3,900.00	3	\$11,700.00
G-8	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$4,900.00	3	\$14,700.00
	14" diameter				
G-9	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,000.00	3	\$12,000.00
G-10	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,000.00	3	\$15,000.00
	15" diameter				
G-11	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,200.00	2	\$8,400.00
G-12	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,200.00	2	\$10,400.00
	16" diameter				
G-13	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,300.00	3	\$12,900.00
G-14	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,300.00	3	\$15,900.00
	18" diameter				
G-15	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,400.00	2	\$8,800.00
G-16	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,400.00	2	\$10,800.00
	20" diameter				
G-17	316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,500.00	3	\$13,500.00
G-18	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,500.00	3	\$16,500.00
	21" diameter				
G-19	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,600.00	2	\$9,200.00
G-20	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,600.00	2	\$11,200.00
	24" diameter				
G-21	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	\$4,700.00	2	\$9,400.00
G-22	4.5 mm manufactured thickness (4 LF Repair Length)	EA	\$5,700.00	2	\$11,400.00
G-23	Grout Injection Soil Stabilization (Cost + 10%)	ALLOWANCE	\$25,000.00	1	\$25,000.00
Service Lateral Cleanout Installation					
H-1	4" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		150	
H-2	6" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		50	
H-3	Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth)	EA		25	
H-4	Provide and Install Cleanout Service Box and Cover (Composite)	EA		200	
H-5	Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)	EA		15	
H-6	Cleanout Sod Placement (25 SF per Cleanout Install)	EA		200	
H-7	Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)	SF		25	
H-8	Asphalt Repair	SF		50	
Service Lateral Cured In Place Pipe (CIPP) Installation					
I-1	Lateral Service CIPP Setup (1 per Mainline Segment)	EA		50	
I-2	4" Lateral up to 3' long in 8" main	EA		100	
I-3	4" Lateral up to 3' long in 10" main	EA		25	
I-4	4" Lateral up to 3' long in 12" main	EA		25	
I-5	6" Lateral up to 3' long in 8" main	EA		10	
I-6	6" Lateral up to 3' long in 10" main	EA		10	
I-7	6" Lateral up to 3' long in 12" main	EA		10	
I-8	Additional Length of CIPP (4" or 6" service)	LF		2,500	
Manhole Rehabilitation Services					
	Existing Manhole Liner Removal				
J-1	HDPE Lining Removal (9 VF Avg. Depth)	EA		2	
J-2	Polymer/Epoxy Lining Removal (9 VF Avg. Depth)	EA		25	
J-3	Fiberglass Lining Removal (9 VF Ave. Depth)	EA		5	
J-4	Internal DIP Drop Pipe Removal (9 VF Avg Depth)	EA		25	
J-5	Inside Iron Step Removal per Manhole (5 Avg per MH)	EA		100	
J-6	Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)	EA		200	
J-7	Manhole Ring and Cover Adjustments	LF		2	
J-8	Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)	ALLOWANCE		1	\$50,000.00
	Internal Manhole Minor Leak Stoppage				
J-9	Manhole Depth - 0' to 5'	EA		100	
J-10	Manhole Depth - Over 5' to 10'	EA		75	
J-11	Manhole Depth - Over 10' to 15'	EA		50	
J-12	Manhole Depth - Over 15' to 20'	EA		50	
J-13	Manhole Depth -Over 20'	EA		25	
	Bench Rehabilitation				
J-14	Bench and Invert Demo, Repair and Rebuild 48" MH Diameter	EA		150	
J-15	Bench and Invert Demo, Repair and Rebuild 60" MH Diameter	EA		50	
J-16	Bench and Invert Demo, Repair and Rebuild 72" MH Diameter	EA		25	
J-17	Bench and Invert Demo, Repair and Rebuild 96" MH Diameter	EA		5	
	Structural Build Back Rehabilitation Application				
J-18A	Structural Rebuild Layer (Build Back over 1" in thickness) - 48" MH Diameter	VF		80	
J-18B	Structural Rebuild Layer (Build Back over 1" in thickness) - 60" MH Diameter	VF		40	
J-18C	Structural Rebuild Layer (Build Back over 1" in thickness) - 72" MH Diameter	VF		20	
J-18D	Structural Rebuild Layer (Build Back over 1" in thickness) - 96" MH Diameter	VF		20	
	Rehabilitation Lining Application				
J-19A	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 48" MH Diameter	VF		200	
J-19B	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 60" MH Diameter	VF		20	
J-19C	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 72" MH Diameter	VF		20	
J-19D	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 96" MH Diameter	VF		10	
J-20A	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 48" MH Diameter	VF		1,500	
J-20B	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 60" MH Diameter	VF		250	
J-20C	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 72" MH Diameter	VF		25	
J-20D	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 96" MH Diameter	VF		15	
J-21	Inside Drop Installation (Hardware and Drop Provided by Owner)	EA		25	

Bypass Services					
	Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)				
K-1	Bypass Pump Setup	EA	\$4,389.00	75	\$329,850.00
	Low Flow By-Pass Pumping Operations (Less Than 500 GPM)				
K-2	Mainline CCTV Inspection Operation	LF	\$1.43	15,000	\$21,450.00
K-3	Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF	\$1.43	15,000	\$21,450.00
K-4	Mainline Light Cleaning Operation (Up to 4 Line Passes)	LF	\$1.43	15,000	\$21,450.00
K-5	Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)	LF	\$4.00	5,000	\$20,000.00
K-6	Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)	LF	\$4.00	5,000	\$20,000.00
K-7	Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)	LF	\$4.00	5,000	\$20,000.00
K-8	Mainline CIPP Installation Operation	LF	\$1.43	15,000	\$20,000.00
K-9	Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)	LF		15,000	\$21,450.00
K-10	High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)	ALLOWANCE		1	\$100,000.00
K-11	High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)	ALLOWANCE		1	\$100,000.00
K-12	High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)	ALLOWANCE		1	\$150,000.00
	Wastewater Hauling Operations				
K-13	Initial Hauling Startup and Mobilization (6 Hour Min)	EA	\$1,000.00	30	\$30,000.00
K-14	Hauling (Up to 2000 Gal Debris Capacity)	HR/TRK	\$350.00	500	\$175,000.00
K-15	Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)	DAY/TRK	\$3,500.00	100	\$350,000.00
	Bypass Ancillary Services				
K-16	Roadway Hose Ramp Setup	EA	\$250.00	150	\$37,500.00
Maintenance of Traffic (MOT) Services					
	Traffic Control - Right of Way per FDOT Index				
L-1	Maintenance of Traffic (Cost + 10%, without Flagmen)	ALLOWANCE		1	\$300,000.00
L-2	Flagmen (2 Required, 8 hour min)	DAY	\$2,250.00	100	\$225,000.00
General Conditions					
	Performance and Payment Bond (1% for Estimate Value Only)	%	1%		\$64,428.00
	Project Contingency (15%)	%	15%		\$996,420.00
Total Estimated Value					\$ 7,503,648.00












2024-083 Atlantic Pipe Contract FINAL

Final Audit Report


2024-11-01

Created:	2024-10-22
By:	Annie Velez (veleza1@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUcDJ-sQsQSpQ59FgipyZYox6HFVbg9HF


"2024-083 Atlantic Pipe Contract FINAL" History

-  Document created by Annie Velez (veleza1@gru.com)
2024-10-22 - 12:45:35 PM GMT
-  Document emailed to David Schwartz (schwartzdc@cityofgainesville.org) for signature
2024-10-22 - 12:45:41 PM GMT
-  Email viewed by David Schwartz (schwartzdc@cityofgainesville.org)
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-  Signer David Schwartz (schwartzdc@cityofgainesville.org) entered name at signing as David C. Schwartz
2024-10-22 - 1:08:16 PM GMT
-  Document e-signed by David C. Schwartz (schwartzdc@cityofgainesville.org)
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 Document e-signed by Allan Cagle (acagle@atlanticpipe.us)

Signature Date: 2024-11-01 - 1:53:34 PM GMT - Time Source: server

 Agreement completed.

2024-11-01 - 1:53:34 PM GMT



Exhibit 2
City of Gainesville, d/b/a Gainesville Regional Utilities
Solicitation ITB 2024-083

GENERAL SOLICITATION DOCUMENT

ITB 2024-083

SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES

Gainesville Regional Utilities

301 SE 4th Avenue

Gainesville, FL 32601



RELEASE DATE: August 8, 2024

DEADLINE FOR QUESTIONS: August 16, 2024

RESPONSE DEADLINE: August 30, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/gru>

1. INTRODUCTION

1.1. Summary

It is the intent of GRU to establish an annual agreement to procure, on an "as required" basis, Sanitary Sewer Line & Manhole Rehabilitation Services.

Successful Bidder(s) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Sanitary Sewer Line & Manhole Rehabilitation Services that will meet the requirements of the Agreement as indicated in this Solicitation Document.

1.2. Background

GRU is requesting bids for various aspects of the gravity sewer wastewater collection system and ancillary items associated with a turnkey scope. This is a 3 year continuing service contract with two (2), one year optional extensions. The basis of the annual estimated quantities on the bid form are divided per contracted scopes. GRU has been rehabilitating the collections system for over 10 years and it is the intent for GRU to continue rehabilitation efforts ongoing in an effort to reduce I/I and increase collection system infrastructure stability. Scopes will be let with the intent to have work completed within the fiscal year they are released. GRU's fiscal year resets on October 1 of each year.

1.3. Contact Information

Annie Velez

Procurement Specialist III

301 SE 4th Ave, Gainesville, FL, 32601

Gainesville, FL 32601

Email: veleza1@gru.com

Phone: [\(352\) 393-1282](tel:(352)393-1282)

Department:

Water/Wastewater

1.4. Timeline

Release Project Date	August 8, 2024
Question Submission Deadline	August 16, 2024, 5:00pm
Question Response Deadline	August 22, 2024, 5:00pm
Proposal Submission Deadline	August 30, 2024, 2:00pm

2. INSTRUCTIONS

2.1. DEFINITION OF TERMS FOR INSTRUCTIONS

- **Addendum/Addenda:** Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- **Agreement:** A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.

- **Best and Final Offer (BAFO):** The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- **Bid:** The written response to a Solicitation.
- **Due Date:** The date the response is due.
- **Non-Responsive:** A response that does not meet the material requirements of the solicitation.
- **Redacted:** The censoring of part of a Response.
- **Respondent:** An individual or business entity that submits a response to a Solicitation.
- **Response:** A written document submitted by a Respondent in reply to Solicitation.
- **Responsive:** A response that conforms in all material respects to the requirements set forth in the Solicitation.
- **Solicitation:** A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- **Work:** Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.2. AUTHORIZED PROCUREMENT REPRESENTATIVE

The Procurement Representative for this Solicitation/Contract is Annie Velez. Respondents shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on GRU e-Procurement Portal. Respondents shall click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the respondent to check the website for answers to inquiries.

2.3. EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE

a) Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Procurement Representative of all conflicts, errors or discrepancies in the Solicitation.

b) Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.

c) A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to GRU Procurement at least seven (7) business days prior to the Response due date.

2.4. INTERPRETATIONS AND ADDENDA

- a) All questions about the meaning or intent of the Solicitation are to be directed to the Procurement Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Procurement Representative. Only questions answered by formal written Addenda will be binding.
- b) Addenda may also be issued to modify the Solicitation as deemed advisable by the Procurement Representative.
- c) Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

2.5. RESPONSE PREPARATION

- a) The Pricing Response Form is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.
- b) All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- c) A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- d) The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- e) Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- f) Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- g) Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

2.6. SELECTION PROCESS AND RECOMMENDATION

- a) It is anticipated that the evaluation committee may have discussions based on written proposals received by responsive Respondents. GRU reserves the right to waive discussions should it be deemed unnecessary.
- b) GRU may, at its sole discretion, conduct a Best and Final Offer (BAFO) round to this solicitation. Should this round be conducted, the Procurement Representative will issue a request to include instructions, deadline, and addenda as applicable.

2.7. PRICE

- a) The price stated on the Pricing Response Form is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.
- b) If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the Pricing Response Form. Such discounts, if applicable, will not be used in determining award of the Solicitation.

2.8. DEVIATIONS FROM SPECIFICATIONS

- a) Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled “Clarifications and Exceptions” and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- b) GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU’s best interest.

2.9. DISTRIBUTION OF INFORMATION

- a) GRU requires electronic submission of bids and proposals. Submit electronic responses via GRU e-Procurement Portal: <https://procurement.opengov.com/portal/GRU>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.
 - i. Access procurement documents and related information.
 - ii. Receive automatic and instant notifications of government opportunities.
 - iii. Download solicitation documents and specifications online.
 - iv. Submit your bids and proposals online.
 - v. See all the forms and documents you need to complete in one place.
 - vi. Receive and respond to government requests for quotes immediately.
 - vii. Automatic notification of awards.
- b) For more information about OpenGov, visit <https://procurement.opengov.com>.
- c) It is the responsibility of the vendor to regularly monitor [GRU's eProcurement Portal](#). Respondents shall click “Follow” on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices.
- d) Ultimately, it is the sole responsibility of each respondent to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

2.10. SOLICITATION RESPONSE

- a) Bids may be received up to but not later than 2:00 pm on Friday, August 30, 2024 via GRU e-Procurement Portal located at <https://procurement.opengov.com/portal/GRU>. GRU e-Procurement Portal Clock is the official clock for

the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. Gainesville Regional Utilities strongly recommends completing your response well ahead of the deadline. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

b) Responses will be electronically unsealed publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be publicly disclosed on GRU's eProcurement Portal at the sole discretion of GRU Procurement.

c) The Respondent's Certification Form must be submitted with the Response. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.

d) A "No-Bid" Response can be submitted for those who choose not to participate in the Solicitation. This designation can be submitted in GRU's eProcurement Portal:
<https://procurement.opengov.com/portal/gru/projects/106549>

2.11. SUBMITTING QUESTIONS AND RECEIVING RESPONSES

Respondents shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries: 5:00 pm on Friday, August 16, 2024. All answers to inquiries will be posted on GRU e-Procurement Portal. Respondents shall click "Follow" on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices. It is the responsibility of the respondent to check the website for answers to inquiries.

Addenda Notification and Acknowledgement Addenda Notification:

Respondents are required to register for an account via GRU e-Procurement Portal hosted by OpenGov. Once the respondent has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each respondent to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>.

2.12. MODIFICATION OR WITHDRAWAL OF A RESPONSE

a) Changes to a vendor's bid submittals in [GRU's eProcurement Portal](#) can be made up to the deadline date for the bid submittal.

b) After responses have been opened, corrections to the response are permitted only to the extent that

- i. Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response;
- ii. the nature of the mistake is evident; and
- iii. the intended pricing is evident.

2.13. TERMS OF AWARD

Award will be made to the one or multiple lowest, responsive, responsible Respondent(s) based on all line items combined or any combination of line items GRU determines to be in its best interest. GRU may not award a particular line item(s).

i. GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.

ii. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

iii. If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.

iv. When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.

v. Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.

vi. GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.

vii. Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the Gainesville Regional Utility Authority (GRUA), and within seven (7) calendar days for purchases that require prior approval of the Gainesville Regional Utility Authority (GRUA). It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

2.14. TERM OF AGREEMENT

1. The term of this Contract shall commence on the October 1, 2024 and terminate on October 1, 2027.
2. Upon mutual agreement between Parties, this contract may be renewed for Two (2), 1 year additional years.
3. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

2.15. LOBBYING

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, GRU prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, GRU officials or employees except the Procurement designated staff contact in the Procurement Department. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by GRU officials and employees, except as authorized by procurement documents.

2.16. BLACKOUT PERIOD

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.17. COLLUSION

- a) Only one (1) response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- b) Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- c) By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

2.18. DEBARMENT/SUSPENSION/TERMINATION.

Debarment/Suspension. The Procurement representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the Procurement representative, after consulting with the GRU Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- i. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- ii. Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a GRU contractor, within five years of a proposed award;

- iii. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- v. Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement representative to be so serious as to justify debarment action, within five years of a proposed award:
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- vi. For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former GRU employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- vii. For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- viii. For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- ix. During the period of a contract with GRU, employing, or offering employment to, any current GRU employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- x. Any other cause the Procurement representative determines to be so serious and compelling as to affect responsibility as a GRU contractor, including debarment by another governmental entity for any cause listed in this Section.

REJECTION OF BIDS/TERMINATION OF CONTRACT

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the respondent or its affiliates have committed any act which would have been cause for debarment, or were on the convicted vendor list, at or prior to the acceptance of the bid.

If GRU discovers, after a contract is awarded and performance has begun, that the respondent or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

3. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Successful Bidder(s) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Sanitary Sewer, Line & Manhole Rehabilitation Services that will meet the requirements of the Agreement

3.1. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1. MATERIALS:

The Sanitary Sewer, Line & Manhole Rehabilitation materials portion of this Invitation for Bid shall consist of, but is not limited to, the supply and/or supply and delivery of Sanitary Sewer, Line & Manhole Rehabilitation materials to various job sites within Alachua County.

2. SERVICES:

The Sanitary Sewer, Line & Manhole Rehabilitation services portion of this Invitation for Bid shall consist of, but is not limited to, Sanitary Sewer, Line & Manhole Rehabilitation, at various job sites within Alachua County. The Sanitary Sewer, Line & Manhole Rehabilitation Services shall be performed by the successful Bidder(s) in accordance with the scope of work provided by GRU. The successful Bidder(s) shall furnish any required labor, materials, equipment, tools, services, and incidentals necessary to complete all work required to complete Sanitary Sewer, Line & Manhole Rehabilitation services authorized by a Purchase Order (PO). The successful Bidder(s) shall perform the work complete, in place and ready for continuous services, shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by GRU.

3. DETAILED COST PACKAGE:

GRU will initiate a meeting with some or all the successful Bidder(s) to review the scope of work and possibly conduct an on-site visit. The successful Bidder(s) shall then be required to prepare a detailed cost package using their Pricing Form. The detailed cost package shall include itemized costs based on the successful Bidder's Pricing Form, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule. The successful Bidder(s) shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The successful Bidder(s) shall submit its detailed cost package to GRU, who will evaluate and, if approved, will issue a written PO. GRU has no obligation to issue a PO and reserves the right to not issue a PO for the specific work. GRU reserves the right to use any successful Bidder(s) which it deems to be in its best interest for any specific project. Selection of the successful Bidder for each project will be within the sole direction of GRU.

4. QUALITY OF WORK:

If at any time the labor or materials used or to be used appears to GRU as insufficient or improper for the securing the quality of Work required or the required rate of progress, GRU may order the successful Bidder to increase its efficiency or to improve the character of its work, and the successful Bidder shall confirm to such an order. Any such order shall not entitle the successful Bidder to any additional compensation or increase in contract time. GRU may require the successful Bidder to remove such personnel as GRU deems incompetent, careless, insubordinate, otherwise objectional, or whose continued employment is deemed contrary to GRU's interest. The successful Bidder shall provide good quality workmanship and shall promptly correct any defects without additional compensation. Acceptance of the work by GRU shall not relieve the successful Bidder of the responsibility for subsequent correction of any defects.

5. QUALITY CONTROL:

- a. Develop and maintain a program to assure quality control of the services provided.
- b. Be responsible for all supervision, subcontractors, and provide instructions when their effort doesn't conform to the requirements of the Agreement and/or PO.
- c. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner to not affect the mutually agreed schedule.

6. WARNING SIGNS AND BARRICADES:

The successful Bidder(s) shall provide adequate signs, barricades, flashing lights, flagmen, watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades, or detours exist. All work items are to include the cost of signing and traffic maintenance.

7. PROTECTION OF WORK, PERSONS AND PROPERTY:

- a. Continuously maintain adequate protection of all work form damage and shall protect all property from injury or loss arising in connection with the contract. Successful Bidder(s) shall make good any such damage, injury, or loss.
- b. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.
- c. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of GRU's business taking into full consideration all local conditions.
- d. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

8. CLEAN-UP:

- a. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity or the work.
- b. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of work be restored to their original condition or as nearly as possible.

4. RESPONSE SUBMITTALS

The following information is required with the Response. *Failure to provide the following information may be cause for the response to be deemed "non-responsive"*:

4.1. Respondent Certification Form*

Please download the below documents, complete, and upload.

"I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **60** calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained."

- [RESPONDENT CERTIFICATION FO...](#)

*Response required

4.2. Drug-Free Workplace Certification Form*

Please download the below documents, complete, and upload.

"Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
- d. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

- [DRUG FREE WORKPLACE-FF 1.pdf](#)

*Response required

4.3. PRICING FORM*

Attach Completed Pricing Form as found on Attachment C

*Response required

4.4. Pricing Valid for 60 Days*

Contractor agrees to make pricing valid for 60 days.

Yes

No

*Response required

4.5. Proof of Business Registration*

Proof of Business Registration with the State of Florida verified via www.sunbiz.org showing that Contractor has been in business for a minimum of five (5) years.

*Response required

4.6. Bid Bond*

Please download the below documents, complete, and upload.

*Response required

4.7. Copy of Contractor's License*

Proof that the Contractor is a licensed Florida General Contractor for Underground Utilities.

*Response required

4.8. Pricing Response/Table*

Please upload Pricing Response/Table.

*Response required

4.9. Experience Modification Rate (EMR) Documentation*

Experience Modification Rate (EMR) Documentation for the most recent three (3) full years provided on letterhead from current insurance provider.

*Response required

4.10. Contractor Experience & References*

1. Upload a separate document providing details of a minimum of three (3) projects (completed satisfactorily) similar to this project in scope and size with at least one (1) project being for a government entity in the state of Florida.
2. Upload a separate document showing three (3) references. Clients/contracts should be similar in scope and size to this project.
 - All projects referenced shall be recent (within the past three (3) years) and be verifiable.
 - Referenced clients should be able to attest to the firm's knowledge, quality of work, working relationship, flexibility, and safety record/procedures.

Each reference should include **current** information for the following:

- a. Client's name,
- b. Client's address
- c. Contact Name
- c. Contact email address
- d. Contact phone #
- e. Contract dates (begin and end)
- f. Brief contract summary.

Please notify references that you provide that GRU may be reaching out to them with questions. ***It is important that contact information is correct.***

Unverifiable or unsatisfactory references may result in Respondent being deemed non-responsive or non-responsible.

*Response required

4.11. Sub-Contractor Experience & References*

1. Upload a separate document providing details of a minimum of three (3) projects (completed satisfactorily) similar to this project in scope and size with at least one (1) project being for a government entity in the state of Florida.
2. Upload a separate document showing three (3) references. Clients/contracts should be similar in scope and size to this project.
 - All projects referenced shall be recent (within the past three (3) years) and be verifiable.
 - Referenced clients should be able to attest to the firm's knowledge, quality of work, working relationship, flexibility, and safety record/procedures.

Each reference should include **current** information for the following:

- a. Client's name,
- b. Client's address
- c. Contact Name
- c. Contact email address
- d. Contact phone #
- e. Contract dates (begin and end)
- f. Brief contract summary.

Please notify references that you provide that GRU may be reaching out to them with questions. ***It is important that contact information is correct. Unverifiable or unsatisfactory references may result in Respondent being deemed non-responsive or non-responsible.***

*Response required

4.12. Subcontractor Information Form*

List any subcontractors that will be used for the Work along with the goods or services to be provided. If the subcontractor is a small or minority-owned business, check the boxes that apply. The awarded vendor will be asked to provide the actual subcontractor spend amount at a later date.

- [SUBCONTRACTOR INFORMATION F...](#)

*Response required

4.13. Do you have any Clarifications and/or Exceptions to this Solicitation?*

Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications

- Yes
- No

*Response required

4.14. Clarifications and Exceptions*

Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications

*Response required

4.15. Non Submittal Form*

Please download the below documents, complete, and upload.

- [NON SUBMITTAL FORM \(1\).docx](#)

*Response required

4.16. Anti-Human Trafficking Affidavit Acknowledgement*

If awarded this contract, please confirm your Company has no objections to signing the Anti-Human Trafficking Affidavit pursuant to Florida State Statutes Section 787.06 (13) Found in Attachment D of this Solicitation.

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0787/Sections/0787.06.html

- Please confirm

*Response required

5. GENERAL TERMS AND CONDITIONS

5.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties [“GRU” and “Contractor”]. “Contract” and “Agreement” are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

5.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer’s published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

5.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

5.4. NOTICES.

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

5.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item

number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d) Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e) Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

5.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

5.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

5.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this

Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

5.9. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

5.10. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

5.11. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

5.12. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

5.13. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

5.14. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

5.15. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms

furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

5.16. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

5.17. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

5.18. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

ii. Upon request from GRU's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by 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 if the contractor does not transfer the records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

v. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

5.19. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at <https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders>.

5.20. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

5.21. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

5.22. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

5.23. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

5.24. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

6. **SUPPLEMENTAL CONDITIONS**

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

6.1. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to

do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

6.2. CONTRACTOR RESPONSIBILITIES

- a) Performance. Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.
- b) Project Related Requirements. Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

6.3. COOPERATION/ COORDINATION

- a) Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.
- b) Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.
- c) Work by Other Contractor. GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.
- d) Coordination. Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

6.4. INDEMNIFICATION

- a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.
- b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

- c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
- d) The provisions of this section shall survive the termination or expiration of this Contract.

6.5. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

6.6. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

6.7. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

6.8. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

6.9. TERMINATION

a) Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- i. refusing, failing or being unable to properly manage or perform;
- ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

c) Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

6.10. FORCE MAJEURE

a) No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

b) In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

c) In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay

or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

6.11. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

6.12. WORK HOURS

GRU normal business hours are TBD. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

6.13. PERFORMANCE TIME

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

6.14. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of \$500 per calendar day.

6.15. COMPLETION OF WORK

1. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

6.16. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

6.17. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking

effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

6.18. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:
 - State (Florida): Statutory
 - Applicable Federal: Statutory
 - Employer's Liability:
 - \$500,000 per Accident
 - \$500,000 Disease, Policy Limit
 - \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

6.19. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.

2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.

3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

6.20. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

- a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.
- b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.
- c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.
- d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency
- e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.
- f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
- g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

6.21. WARRANTY OF TITLE

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

6.22. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

6.23. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.

2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).

3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

6.24. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- d. GRU Supplemental Conditions
- e. GRU General Conditions
- f. GRU Instructions
- g. Contractor Response

Exhibit 3
City of Mount Dora
Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2026

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

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

PRODUCER The Hilb Group of Florida dba ICCF 1331 Palmetto Avenue Suite 100 Winter Park FL 32789		CONTACT NAME: Lisa Dowling PHONE (A/C, No, Ext): (407) 740-5337 E-MAIL ADDRESS: ldowling@hilbgroup.com	FAX (A/C, No):
INSURED Atlantic Pipe Services, LLC 1420 Martin Luther King Jr Blvd. Sanford FL 32771		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nautilus Insurance Company	NAIC # 17370
		INSURER B: Key Risk Insurance Company	10885
		INSURER C: AMERISAFE Inc	31895
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master Certificate**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ECP2043889-11	06/21/2025	06/21/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2043888-11	06/21/2025	06/21/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2043890-11	06/21/2025	06/21/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCFL3388542025	06/21/2025	06/21/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The City of Mount Dora is additional insured with regard to the General Liability. A 30 day notice of cancellation applies to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Mount Dora Mount Dora, Florida 510 N Baker St. Mount Dora FL 32757	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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.

[Signature]
Authorized Signature

Atlantic Pipe Services
Company

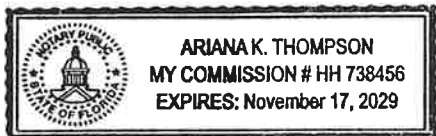
Jacob Pitchford
Printed Name

Orlando Division Manager
Title

STATE OF Florida
COUNTY OF Seminole

Sworn to and subscribed before me by means of physical presence or online notarization on this 7th day of May 2026, by Jacob Pitchford, 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)



[Signature]
NOTARY PUBLIC, State of Florida



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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of a Task Authorization with Process Control Services, LLC (PCS) Under Piggyback Agreement Between PCS and New Smyrna Beach Utilities

Introduction:

This is a request for City Council to approve the Task Authorization with Process Control Services, LLC for the Supervisory Control and Data Acquisition (SCADA) improvements at the water treatment plant, WWTP1, and percolation pond.

Discussion:

This memorandum requests City Council approval of a Task Authorization with Process Control Services, LLC (PCS) for Supervisory Control and Data Acquisition (SCADA) improvements serving the Water Treatment Plant, WWTP1, and percolation pond system. The authorization is issued under the City's existing piggyback agreement with PCS, which is based on the competitively procured agreement between PCS and New Smyrna Beach Utilities.

SCADA systems support the City's water, wastewater, and reclaimed water operations by collecting operational data, monitoring equipment status, and allowing operators to control critical processes through programmable logic controllers and human-machine interface displays. The City's existing DFS-based SCADA components are aging, increasingly difficult to support, and dependent on a proprietary service model. The proposed improvements will migrate these systems to an open-architecture platform that improves serviceability, resiliency, and long-term operational support.

The Task Authorization includes the following major components:

- Percolator Pond DFS Migration, including replacement of the DFS control cabinet, new PLC controls, remote monitoring improvements, a backup pressure switch panel, interconnect motor-operated valve controls, VTScada server and licensing, training, and warranty coverage.
- Water Treatment Plant DFS Migration, including East and West WTP migration from DFS

automation to VTScada, replacement of back panels, PLC/HMI integration, communications improvements, alarm notifications, spare parts, training, and warranty coverage.

- WWTP1 DFS Migration, including a new PLC and controls cabinet, chlorine control system integration, SCADA programming, alarm notification service, training, and warranty coverage. The executed piggyback agreement establishes the contractual relationship with PCS and provides for services and pricing consistent with the underlying New Smyrna Beach Utilities contract. The Task Authorization identifies the scope, schedule, compensation, and project-specific requirements for this work.

Budget Impact:

The Task Authorization totals \$628,237.70 and will be charged to the approved capital project accounts identified below:

Capital Project / Account	Amount	Budget Amount	Project Component
Capital Project # WA2002	\$223,179.46	\$845,913	Percolator Pond DFS Migration
Capital Project # WA2404	\$271,366.25	\$500,000	Water Treatment Plant DFS Migration
Capital Project # WA2002	\$133,691.99	\$845,913	WWTP1 DFS Migration
Total Task Authorization	\$628,237.70		

Strategic Impact:

This item supports Strategic Initiative 7, Objective 7.1: Expand infrastructure to meet the needs of a growing community. The SCADA improvements will strengthen the reliability, monitoring, and operational control of core water, wastewater, and reclaimed water infrastructure.

Recommendation:

City Council approve the Task Authorization with Process Control Services, LLC for the SCADA improvements at the water treatment plant, WWTP1, and percolation pond.

Attachment(s):

1. Task Authorization - Process Control Services LLC (with pricing)
2. Attachment #1 PIGGYBACK AGREEMENT.PROCESS CONTROL SERVICES LLC.SIGNED

Prepared by: Bill Mitchell, City Engineer

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 - 5/19/2026
Approved - 5/19/2026
Approved - 5/20/2026
Approved - 5/20/2026
Approved - 5/27/2026
Approved - 5/27/2026
Final Approval - 5/27/2026

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Process Control Services, LLC (Contractor) and the City of Mount Dora, approved under Piggyback Agreement (with New Smyrna Beach Utilities), authorized and dated February 17, 2026, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$628,237.70

Budget Account Number(s):
1) Capital Project # WA2002 \$223,179.46 Percolator Pond DFS Migration
2) Capital Project # WA2404 \$271,366.25 WTP DFS Migration
3) Capital Project # WA2002 \$133,691.99 WWTP DFS Migration
City Project Manager: Andrew Marsian
Contractor: Process Control Services LLC
Contractor Project Manager: Drew Darnell

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


SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: William J. Mitchell, Jr.

Signature:  Date: April 22, 2026

Reviewed By:

Print: Andrew Marsian **Andrew Marsian** Digitally signed by Andrew Marsian
Date: 2026.04.22 10:49:53 -04'00'

Signature: _____ Date: _____


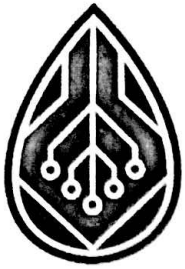
CONTRACTOR ACCEPTANCE		CITY APPROVAL	
Print Name: <u>Wade Mathis</u>	Print Name:	Print Name:	Print Name:
Signature: <u></u>	Signature:	Signature:	Signature:
Date: <u>4-23-2026</u>	Date:	Date:	Date:

Exhibit A – Scope of Work



PROCESS CONTROL SERVICES

Ocoee FL, 34761

Scope of Supply

Date: 04/2/2026

Project: Percolator Pond DFS Migration

Customer: City of Mount Dora

Deliverables:

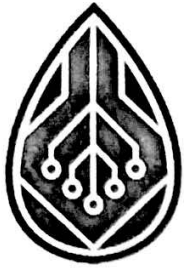
In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

General Overview:

Process Control Services to remove the existing DFS control cabinet and replace it with a new NEMA 3R, 304 Stainless Steel PLC control cabinet. Included is an Allen Bradley CompactLogix processor and IO rack, 15" Maple Systems HMI, and the required relays and surge suppression. It assumed that 120 VAC 1 phase 60 hz power will be available for the control cabinet.

PLC Control Cabinet

The PLC shall be programmed to monitor the local pond level and local reuse pressure with existing instrumentation. A software pressure selection switch will be able to select between local pressure or either of the remote pressure nodes for controlling the reuse pump staging and speed. The remote pressure signal will come from the remote RTU's that will be provided and installed (one at LS 44, and one at the baseball field). Additionally, a Vega level radar and low float will be used to monitor the pump well level. Low level conditions will lock out the pumps from operation. The city is to provide the junction box and conduit



PROCESS CONTROL SERVICES

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where Process Control Services will terminate the newly installed Vega radar and low float switch. As-built drawings will be provided and will be revised and sent back should any field modifications be made during startup.

Remote RTU's:

The two (2) remote RTU's are to be mounted in a NEMA 4x Stainless Steel enclosure, for the purpose of remotely monitoring reuse pressure throughout the city. The RTU will use a SmartComm Cellular Modem to communicate back to the Pond PLC and to SCADA. Utilizing all three major carriers in North America, the cellular modem will switch carrier, tower, and bands to maintain a cellular connection. The first 3 months of coverage is included, after which is billed at \$15/month/site annually.

Backup Pressure Switch Panel:

Process Control Services will provide and install a wall mounted pressure panel with six (6) Allen Bradley adjustable pressure switches. Included in the panel will also be a pressure bleed valve, a 4" pressure gage, pressure transmitter with display, and a viewing window. This allows for a high & low alarm, and four (4) pressure switches to call for a pump in redundant control, running at the "jog speed" set in the drive. The customer is responsible for providing a 1/4" fitting for the panel to tie into. As-built drawings will be provided and will be revised and sent back should any field modifications be made during startup.

Interconnect MOV:

Provided will be a Nema 4X rated, 20x20 stainless steel enclosure that is powder coated white. Inside will be a SmartComm RTU for the purpose of monitoring and controlling the Interconnect MOV. IO will be available for, In Auto, Faulted, Position Feedback and Command Position. Operators will be able to enter a position setpoint on VTScada with an Open or Close switch to remotely control the MOV. Additionally, a setpoint will be available to control the speed at which the valve is moved. It is assumed that 120VAC 1



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phase power will be available for the RTU. The city is responsible for running 1.5" conduit to the MOV for control signals, and for ensuring the MOV has the required power. As-built drawings will be provided and will be revised and sent back should any field modifications be made during startup.

VTScada:

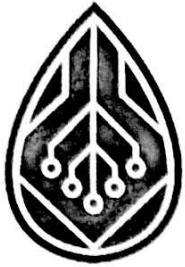
Process Control Services will provide and install a new VTScada server and license that will be located at WWTP 2. This server will act as redundant to the prior installed server at East WTP. Screens will be created for the purpose of monitoring and controlling the site. Query messages are also available to request site data via SMS message.

Warranty:

Provided is a one (1) year parts and labor warranty on all provided equipment and instruments. Warrant is not valid if damage is caused by outside factors (lightning, power surge, wrongful terminations... etc.).

Training:

One single, 8 hour day of training is included; this can be split between operators and managers. Training will be performed for both the remote sites (Perc ponds and MOV valve) and VTScada, ensuring education on the entirety of the new system.



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PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and does not imply the Section is offered in its entirety.

PRICE: \$223,179.46+ TAX if applicable. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier. Price valid for 90 days from the date mentioned on page 1.

DELIVERY: 12 – 15 weeks after complete and acceptable approval is received.

SUBMITTAL FOR APPROVAL: 4 – 6 weeks after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- 25% due at time of submittals
- 55% due at time of shipment of material
- 15% due at time of startup
- 5% Retainage
- Net 30

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Drew Darnell

(813) 526 - 0107

Drewd@ProcessControlServicesllc.com



PROCESS CONTROL SERVICES

Ocoee FL, 34761

Scope of Supply

Date: 04/2/2026

Project: WTP DFS Migration

Customer: City of Mount Dora

Deliverables:

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

General Overview:

Process Control Services is to provide a migration path away from DFS automation, utilizing industry standard hardware and software. The system shall be based around VTScada software, Allen Bradley CompactLogix PLC's, Maple Systems HMI's, and SmartComm Cellular Modems. This project will be done in two phases:

Phase 1 – Removing and replacing the back panel at East WTP. Verifying local plant control on the new PLC/HMI. Installing the new VTScada sever and license. Ensuring all operators have remote access through the city provided VPN for remote monitoring and control. Testing alarm notifications via SMS message through the SmartComm Notification System.

Phase 2 – Removing and replacing the back panel at West WTP. Verifying local plant control on the new PLC/HMI. Installing SmartComm Cellular Modem for communications to VTScada. Adding screens to the VTScada application for East WTP monitoring and control. Testing alarm notifications via SMS message through the SmartComm Notification System.



PROCESS CONTROL SERVICES

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Phase 1 - East WTP Migration:

The East WTP Migration will include the removal of the DFS back panels and Scada system, replacing them with an Allen Bradley PLC, Maple System HMI, and a direct ethernet connection to the VTScada server that will be installed. The PLC shall be programmed to accommodate the existing signals shown in the drawings (two (2) Wells, five (5) CL2 Pumps, one (1) GST, three (3) HSP's). Additional programming and IO will be added to accommodate up to four well pumps (assuming the future wells match the hardware of the existing two). As-built schematics will be provided to match after start-up is complete.

Process Control Services is to provide a renewed VTScada License, valid through October 1st, 2027. It will be installed on the new VTScada server that is to be set up at the East WTP. The server will be connected to the city network with a static IP address and will require port 8883 to be opened in the firewall for alarm notifications. Scada screens will be provided for each part of the treatment process with the ability to control the site as well as change setpoints.

While the back panel is being removed, an operator will be required to run the plant manually. This step in the process will not exceed one day.

Phase 2 - West WTP Migration:

The West WTP Migration will include the removal of the DFS back panels and Scada system, replacing them with an Allen Bradley PLC, Maple System HMI, and a SmartComm Cellular Modem for a direct connection to VTScada. The PLC shall be programmed to accommodate the existing signals shown in the drawings (three (3) Wells, four (4) CL2 Pumps, two (2) GST, three (3) HSP's). Additionally, IO and programming will be added for two mixers with the following signals: In Auto, Running, and faulted.

VTScada screens will be provided to allow operators to monitor and control each specific part of the treatment process. West WTP will use a cellular connection to VTScada, logging events changes every second to send every 10 minutes or will push immediately if there is an alarm. The cellular modems operate on AT&T, T-Mobile, and Verizon networks, switching carrier, band, and frequency automatically to ensure maximum up time. Cellular data is charged annually at the rate of \$15/month/site after the first three trial months.



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Spare Parts:

Each plant will include the following spare parts:

- Qty (1) Digital Input IO Card
- Qty (1) Digital Output IO Card
- Qty (1) Analog Input IO Card
- Qty (1) Analog Output IO Card
- Qty (1) SmartComm Cellular Modem

Additional Signals:

Note, Process Control Services is not responsible for running conduit or pulling wire to accommodate the additional IO mentioned in the above scope. Process Control Services will terminate the wire landed in the control cabinet so that it may be programmed and added to SCADA.

Project Phasing:

In regard to converting the cities infrastructure over to VTScada, the Water Treatment Plant Migration must be completed prior to the start of the Percolator Pond or WWTP 1 projects. This is because the VTScada licensing and servers are provided in this scope.

Drawings:

As-built drawings will be provided for both back panels and will be revised and sent back should any field modifications be made during startup.

Warranty:

Provided is a one (1) year parts and labor warranty on all provided equipment and instruments. Warrant is not valid if damage is caused by outside factors (lightning, power surge, wrongful terminations... etc.).

Training:

One single, 8 hour day of training per WTP is included; this can be split between operators and managers. Training will be performed for both WTP local operation and VTScada, ensuring education on the entirety of the new system.



PROCESS CONTROL SERVICES

Ocoee FL, 34761

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and does not imply the Section is offered in its entirety.

PRICE: \$271,366.25 + TAX if applicable. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier. Price valid for 90 days from the date mentioned on page 1.

DELIVERY: 12 – 15 weeks after approved submittals are received.

SUBMITTAL FOR APPROVAL: 4 - 6 weeks after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- 25% due at time of submittals
- 55% due at time of shipment of material
- 15% due at time of startup
- 5% Retainage
- Net 30

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Drew Darnell

(813) 526 - 0107

Drewd@ProcessControlServicesllc.com



PROCESS CONTROL SERVICES

Ocoee FL, 34761

Scope of Supply

Date: 4/2/2026

Project: WWTP 1 DFS Migration

Customer: City of Mount Dora

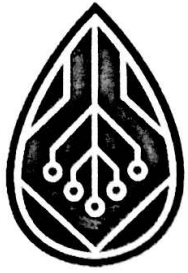
Deliverables:

In accordance with the attached Terms and Conditions, Process Control Services LLC is pleased to offer the following materials/services for the above referenced project. While our complete offering is detailed in this submission, purchase orders directly to manufacturers may be required when ordering.

Overview:

Process Control Services to provide and install a new PLC and Controls cabinet with an Allen Bradley CompactLogix, 15" Maple Systems HMI, and SmartComm Modem. The controls cabinet will also be outfitted with relays and analog surge suppression for future IO additions as more of the plant is automated and added to SCADA. As-built drawings will be provided and will be revised and sent back should any field modifications be made during startup. Utilizing a SmartComm Cellular Modem, the site will communicate over a private cellular network to the previously installed VTScada servers.

Process Control Services to provide and install one (1) polycarbonate junction box in the place of the DFS enclosure for the purpose of getting any available and existing signals to the new cabinet. Customer is responsible for conduit run between the junction box and the new control cabinet.



PROCESS CONTROL SERVICES

Ocoee FL, 34761

Chlorine Control System:

Included in this scope of work is to monitor and control the chlorine system. This will include the addition of:

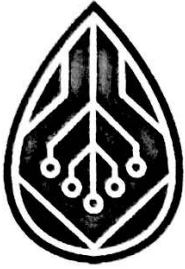
- (2) Vega Radars, one for each chlorine tank
- Chlorine residual
- Pump Ready/In Auto signals from each of the three pumps
- Chlorine pump speed command and feedback for each of the three pumps. One pump is to run at a speed set from the HMI and VTScada with Start/Stop setpoints. The two other pumps shall be controlled via a compound loop looking at chlorine residual and effluent flow.

The customer is to ensure suitable conduit is installed for PCS to run wire for the above signals (2" PVC is recommended). Operators will have monitoring and control over setpoints and pump control from SCADA.

Other Processes Monitored:

For the below items: it is assumed that appropriate conduit is run, and Process Control Services will pull wire through for the specified signals.

- Effluent Pump Station – For the purpose of monitoring:
 - (3) Pump Speed, Running, In Auto, Faulted
 - Effluent Flow
- Blower Status – For the purpose of monitoring:
 - (3) Blower Running, In Auto, Faulted
- Oxidation Ditches – For the purpose of monitoring:
 - (4) Rotor Running, Faulted
- Effluent Filters – For the purpose of monitoring:
 - (2) Running, Faulted
 - High Float
- Head Works Bar Screen – For the purpose of monitoring:
 - Running, Stopped, Faulted



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Existing signals monitored by DFS:

- Chlorine Contact Chamber High Float
- Chlorine Residual with High/Low Alarm
- pH with High/Low Alarm
- Turbidity with High/Low Alarm
- Reject Valve Control (full open, or full closed)
- In plant LS high float
- Generator Running

Process Control Services will provide all PLC, HMI, and SCADA programming, notifying operators of all alarms. Notifications will come as SMS messages via the SmartComm Notification Service. The first three months of cellular service is included in the cost of the proposal. After which, cellular service is billed annually at \$15/month/site.

Future programming is NOT included in the proposal for the control of the monitored processes above.

Warranty:

Provided is a one (1) year parts and labor warranty on all provided equipment and instruments. Warrant is not valid if damage is caused by outside factors (lightning, power surge, wrongful terminations... etc.).

Training:

One single, 8 hour day of training is included; this can be split between operators and managers. Training will be performed for both the local controls system and VTScada, ensuring education on the entirety of the new system.



PROCESS CONTROL SERVICES

Ocoee FL, 34761

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced for identification and clarification only and does not imply the Section is offered in its entirety.

PRICE: 133,691.99 + TAX if applicable. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier. Price valid for 90 days from the date mentioned on page 1.

DELIVERY: 12 – 15 weeks after complete and acceptable approval is received.

SUBMITTAL FOR APPROVAL: 4 – 6 weeks after acceptable purchase Agreement is received.

TERMS OF PAYMENT

Based on initial and continuing credit approval by Process Control Services LLC., the following payment terms apply:

- 25% due at time of submittals
- 55% due at time of shipment of material
- 15% due at time of startup
- 5% Retainage
- Net 30

Thank you for the opportunity to offer this Scope of Supply, questions and/or comments regarding this offering should be directed to the salesperson whose name is affixed to the Scope of Supply.

Drew Darnell

(813) 526 - 0107

Drewd@ProcessControlServicesllc.com

Exhibit B – Sub-Contractors

None

Exhibit C – Schedule

As listed in Exhibit 1 for each item

Exhibit D – Compensation

(See Itemized Costs, on Following Page)

\$223,179.46	Percolator Pond DFS Migration
\$271,366.25	Water Treatment Plant (WTP) Migration
<u>\$133,691.99</u>	Wastewater Treatment Plant 1 (WWTP1) DFS Migration
\$628,237.70	Grand Total

City of Mount Dora
Water Treatment Plant DFS Migration

Hours/Cost Rate/Mult.

Senior Programming Time:

PLC programming East WTP	100	150/Hr
HMI programming East WTP	80	150/Hr
SCADA programming East WTP	50	150/Hr
New CAD drawings and schematics East WTP	50	150/Hr
Startup and commission of East WTP	48	150/Hr
PLC programming West WTP	80	150/Hr
HMI programming West WTP	60	150/Hr
SCADA programming West WTP	40	150/Hr
New CAD drawings and schematics West WTP	40	150/Hr
Startup and commission of West WTP	48	150/Hr
SCADA server setup	24	150/Hr
On site training and preperation	32	150/Hr
Creating submittal package	16	150/Hr
Reviewing submittal questions and comments	16	150/Hr
Total Senior Programming Hours:	684	150/Hr

Senior Field Service Technician Time:

Back panel removal East WTP	10	125/Hr
Back panel install East WTP	10	125/Hr
Move process control to new panel East WTP	10	125/Hr
Test field equipment East WTP	40	125/Hr
Back panel removal West WTP	10	125/Hr
Back panel install West WTP	10	125/Hr
Move process control to new panel West WTP	10	125/Hr
Test field equipment West WTP	40	125/Hr
Factory Acceptance Testing	30	125/Hr
Total Senior Field Service Technician Hours:	170	125/Hr

City of Mount Dora
Water Treatment Plant DFS Migration

I&C Startup and Calibration Technician Time:

Back panel removal East WTP	10	100/Hr
Back panel install East WTP	10	100/Hr
Move process control to new panel East WTP	10	100/Hr
Test field equipment East WTP	40	100/Hr
Back panel removal West WTP	10	100/Hr
Back panel install West WTP	10	100/Hr
Move process control to new panel West WTP	10	100/Hr
Test field equipment West WTP	40	100/Hr
Total I&C Startup and Calibration Technician Hours:	140	100/Hr

Clerical and Administrative Time:

Project management	20	50/Hr
Accounting	8	50/Hr
Submittals	8	50/Hr
Total Clerical and Administrative Hours:	36	50/Hr

Materials and Equipment Costs:

Complete backpanels for East and West WTP	\$ 92,000.00	1.25
15" advanced color touchscreens	\$ 4,100.00	1.25
SmartComm Cellular Modems	\$ 500.00	1.25
Dell Scada Server	\$ 2,273.00	1.25
Total Material and Equipment Cost:	\$ 98,873.00	1.25

Shipping Costs:

Panel freight	\$ 6,500.00	1.25
Total Shipping Costs:	\$ 6,500.00	1.25

City of Mount Dora
WasteWater Treatment Plant 1 DFS Migration

Hours/Cost Rate/Mult.

Senior Programming Time:

PLC programming	60	150/Hr
HMI programming	45	150/Hr
SCADA programming	45	150/Hr
SCADA graphic rendering	20	150/Hr
New CAD drawings and schematics	50	150/Hr
Startup and commission	48	150/Hr
On site training and preperation	32	150/Hr
Creating submittal package	16	150/Hr
Reviewing submittal questions and comments	16	150/Hr
Total Senior Programming Hours:	332	150/Hr

Senior Field Service Technician Time:

MCP installation and wiring	30	125/Hr
Move process control to new panel	10	125/Hr
Install, program, and terminate vega C21	8	125/Hr
Test field equipment	40	125/Hr
Factory Acceptance Testing	30	125/Hr
Total Senior Field Service Technician Hours:	118	125/Hr

I&C Startup and Calibration Technician Time:

MCP installation and wiring	30	100/Hr
Install new junction box panel in place of existing DFS	10	100/Hr
Move process control to new panel	10	100/Hr
Test Field equipment	40	100/Hr
Total I&C Startup and Calibration Technician Hours:	90	100/Hr

City of Mount Dora
WasteWater Treatment Plant 1 DFS Migration

Clerical and Administrative Time:

Project management	20	50/Hr
Accounting	8	50/Hr
Submittals	8	50/Hr
Total Clerical and Administrative Hours:	36	50/Hr

Materials and Equipment Costs:

Complete controls cabinet with compactLogix	\$ 37,573.59	1.25
15" advanced color touchscreen	\$ 2,100.00	1.25
SmartComm Cellular Modems	\$ 500.00	1.25
Total Material and Equipment Cost:	\$ 40,173.59	1.25

Shipping Costs:

Panel freight	\$ 6,500.00	1.25
Total Shipping Costs:	\$ 6,500.00	1.25

City of Mount Dora
Percolator Pond DFS Migration

Hours/Cost Rate/Mult.

Senior Programming Time:

Perc Pond PLC programming	60	150/Hr
Perc Pond HMI programming	45	150/Hr
Perc Pond SCADA programming	45	150/Hr
SCADA graphic rendering	30	150/Hr
New CAD drawings and schematics	50	150/Hr
RTU PLC programming	30	150/Hr
RTU HMI programming	24	150/Hr
RTU SCADA programming	24	150/Hr
SCADA server setup	16	150/Hr
Startup and commission all sites	70	150/Hr
On site training and preperation	16	150/Hr
Creating submittal package	24	150/Hr
Reviewing submittal questions and comments	16	150/Hr
Total Senior Programming Hours:	450	150/Hr

Senior Field Service Technician Time:

DFS panel removal	10	125/Hr
Install new control cabinet	10	125/Hr
Move process control to new panel	30	125/Hr
Install and plumb pressure switch panel	10	125/Hr
Test field equipment	40	125/Hr
Install and test each RTU	30	125/Hr
Total Senior Field Service Technician Hours:	130	125/Hr

City of Mount Dora
Percolator Pond DFS Migration

I&C Startup and Calibration Technician Time:

DFS panel removal	10	100/Hr
Install new control cabinet	10	100/Hr
Move process control to new panel	30	100/Hr
Install and plumb pressure switch panel	10	100/Hr
Test Field equipment	40	100/Hr
Install and test each RTU	30	100/Hr
Total I&C Startup and Calibration Technician Hours:	130	100/Hr

Clerical and Administrative Time:

Project management	20	50/Hr
Accounting	8	50/Hr
Submittals	8	50/Hr
Total Clerical and Administrative Hours:	36	50/Hr

Materials and Equipment Costs:

Complete controls cabinet with compactLogix and pressure switch	\$ 57,130.57	1.25
15" advanced color touchscreen	\$ 2,100.00	1.25
3 stainless steel RTUs	\$ 22,500.00	1.25
Dell Scada server	\$ 2,273.00	1.25
VTScada redundant license	\$ 10,000.00	1.25
Total Material and Equipment Cost:	\$ 94,003.57	1.25

Shipping Costs:

Panel freight	\$ 5,700.00	1.25
Total Shipping Costs:	\$ 5,700.00	1.25

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **PROCESS CONTROL SERVICES, LLC**, a Florida limited liability company located 1205 Pinewood Lane, Ocoee, Florida 34761 (“CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Agreement for Annual Contract for SCADA Services between New Smyrna Beach Utilities, and CONTRACTOR, dated August 1, 2023, and subsequently renewed on June 27, 2024 and June 5, 2025, collectively attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by New Smyrna Beach Utilities, through RFQ 23-656; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect for a one (1) year from the date of execution and may be renewed for three (3) additional one-year periods upon written mutual agreement by the CITY and CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. NOTICE.

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

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

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

CONTRACTOR: Process Control Services, LLC
1205 Pinewood Lane,

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records

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

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

SECTION 13. PUBLIC RECORDS.

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

- (A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
- (B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.
- (F) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

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

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

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

SECTION 18. SCRUTINIZED COMPANIES.

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

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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


SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

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

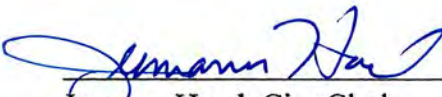
[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective this 17 day of FEBRUARY, 2026.


CITY OF MOUNT DORA •


James Homich, Mayor

ATTEST:


Jeanann Hand, City Clerk

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


Patrick Brackins, City Attorney

PROCESS CONTROL SERVICES, LLC.

Wade Mathis

Print: Wade Mathis

Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged and sworn to before me by means of physical presence or online notarization of Wade Mathis, as President of Process Control, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced Florida DOL as identification, and who did/did not take an oath this 28 day of January, 2026.

(stamp)



Diana Ogeerally
NOTARY PUBLIC

Attachments:

- Exhibit 1 – Underlying Contract
- Exhibit 2 – Solicitation
- Exhibit 3 – Insurance Requirements
- Exhibit 4 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between
New Smyrna Beach Utilities
and
Process Control Services LLC.

NEW SMYRNA BEACH UTILITIES

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AGREEMENT FOR ANNUAL CONTRACT FOR SCADA SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this 1 day of August, 2023, by and between the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA**, a political subdivision of the State of Florida (hereafter "**NEW SMYRNA BEACH UTILITIES**") , located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Process Control Services** (hereafter **SERVICE PROVIDER**"), located at 1205 Pinewood Lane, Ocoee, FL 34761.

RECITALS

1. The **NEW SMYRNA BEACH UTILITIES** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.
2. The **NEW SMYRNA BEACH UTILITIES** wishes to obtain SCADA Services.
3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to become effective upon execution by both parties. The initial term shall be for **ONE** (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15)**.

SECTION 3. DESCRIPTION OF SERVICES. **SERVICE PROVIDER** agrees to perform **SCADA Services** as specified in **Exhibit A** attached to and incorporated into this agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 **NEW SMYRNA BEACH UTILITIES** may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications.

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If **NEW SMYRNA BEACH UTILITIES** approves, **NEW SMYRNA BEACH UTILITIES** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both **NEW SMYRNA BEACH UTILITIES** designated representative and the **SERVICE PROVIDER**.

4.2 All of **NEW SMYRNA BEACH UTILITIES** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **NEW SMYRNA BEACH UTILITIES** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **NEW SMYRNA BEACH UTILITIES** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **NEW SMYRNA BEACH UTILITIES** agrees to compensate **SERVICE PROVIDER** for services properly performed at the rates of:

ITEM	DESCRIPTION	QTY	UOM	Hourly Price or Percentage
1	Senior Programmer	1	\$/hr.	\$ 150.00
2	Senior Technician	1	\$/hr.	\$ 125.00
3	I&C Startup and Calibration Technician	1	\$/hr.	\$ 100.00
4	Clerical and Administrative	1	\$/hr.	\$ 50.00
5	Materials and Equipment	1	Cost plus ___%	25%
6	Shipping	1	Cost plus ___%	10%

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SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **NEW SMYRNA BEACH UTILITIES** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **NEW SMYRNA BEACH UTILITIES** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **NEW SMYRNA BEACH UTILITIES** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **NEW SMYRNA BEACH UTILITIES**, subject to **NEW SMYRNA BEACH UTILITIES** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **NEW SMYRNA BEACH UTILITIES**, but the **NEW SMYRNA BEACH UTILITIES** reserves the right to reject any statement which fails to adequately describe the services rendered by **SERVICE PROVIDER**. Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **NEW SMYRNA BEACH UTILITIES**. Amounts not questioned by **NEW SMYRNA BEACH UTILITIES** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. **NEW SMYRNA BEACH UTILITIES** or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE. The **SERVICE PROVIDER** agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, **SERVICE PROVIDER** shall, upon written notice from the **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole

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expense any such defects. The **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and **SERVICE PROVIDER** agrees to pay for such corrective measures. Neither acceptance of the work by the **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve **SERVICE PROVIDER** from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the **NEW SMYRNA BEACH UTILITIES** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **NEW SMYRNA BEACH UTILITIES** safety standards while on the property of the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **NEW SMYRNA BEACH UTILITIES** waive all rights against each other and their respective directors, officers, partners, New Smyrna Beach Utilities, officials, agents, subcontractors, **SERVICE PROVIDERS**, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **NEW SMYRNA BEACH UTILITIES** and shall protect **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** to the same extent. All project contractors shall be required to include **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

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12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, **SERVICE PROVIDER** represents and warrants to the **NEW SMYRNA BEACH UTILITIES** each of the following:

13.1 **SERVICE PROVIDER** represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 **SERVICE PROVIDER** represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 **SERVICE PROVIDER** represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **NEW SMYRNA BEACH UTILITIES** or causes any physical damage to, or destruction of, any of **NEW SMYRNA BEACH UTILITIES** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

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13.4 SERVICE PROVIDER represents that none of **SERVICE PROVIDER's** principals or the immediate family of **SERVICE PROVIDER's** principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **NEW SMYRNA BEACH UTILITIES** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **NEW SMYRNA BEACH UTILITIES** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. **SERVICE PROVIDER** guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **NEW SMYRNA BEACH UTILITIES**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. **SERVICE PROVIDER** shall defend, indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE**

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PROVIDER shall reimburse the **NEW SMYRNA BEACH UTILITIES** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars (\$10) of the payments made by the **NEW SMYRNA BEACH UTILITIES** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **NEW SMYRNA BEACH UTILITIES** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **NEW SMYRNA BEACH UTILITIES** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. **SERVICE PROVIDER** agrees to comply with all **NEW SMYRNA BEACH UTILITIES** policies and procedures in observing the requirement of said laws. **SERVICE PROVIDER** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **NEW SMYRNA BEACH UTILITIES** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **NEW SMYRNA BEACH UTILITIES** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **NEW SMYRNA BEACH UTILITIES** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **NEW SMYRNA BEACH UTILITIES** in a format that is compatible with the information technology systems of the **NEW SMYRNA BEACH UTILITIES**.

The **SERVICE PROVIDER** shall promptly provide the **NEW SMYRNA BEACH UTILITIES** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **NEW SMYRNA BEACH UTILITIES** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **NEW SMYRNA BEACH UTILITIES**.

16.3 NEW SMYRNA BEACH UTILITIES shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **NEW SMYRNA BEACH UTILITIES**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by **NEW SMYRNA BEACH UTILITIES** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **NEW SMYRNA BEACH UTILITIES** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **NEW SMYRNA BEACH UTILITIES** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **NEW SMYRNA BEACH UTILITIES**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **NEW SMYRNA**

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BEACH UTILITIES and shall be delivered by **SERVICE PROVIDER** to the **NEW SMYRNA BEACH UTILITIES** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **NEW SMYRNA BEACH UTILITIES**. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **NEW SMYRNA BEACH UTILITIES**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **NEW SMYRNA BEACH UTILITIES** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **NEW SMYRNA BEACH UTILITIES** determines that any subcontractor is not performing in accordance with this Agreement, **NEW SMYRNA BEACH UTILITIES** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **NEW SMYRNA BEACH UTILITIES** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **NEW SMYRNA BEACH UTILITIES** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **NEW SMYRNA BEACH UTILITIES** does not agree to use **SERVICE PROVIDER** exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **NEW SMYRNA BEACH UTILITIES**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent **SERVICE PROVIDER**, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **NEW SMYRNA BEACH UTILITIES**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which **SERVICE PROVIDER** performs any services which are the subject of this Agreement.

NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
23-656

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **NEW SMYRNA BEACH UTILITIES**: a) Use or pledge money or credit of the **NEW SMYRNA BEACH UTILITIES**, except in the usual and regular course of business and on account of or for the benefit of the **NEW SMYRNA BEACH UTILITIES**; b) Release or discharge any debt due to **NEW SMYRNA BEACH UTILITIES** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **NEW SMYRNA BEACH UTILITIES** property; or d) Cause **NEW SMYRNA BEACH UTILITIES** to become a guarantor, surety, or endorser, or give any note which obligates the **NEW SMYRNA BEACH UTILITIES**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **NEW SMYRNA BEACH UTILITIES** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **NEW SMYRNA BEACH UTILITIES** may have under this Agreement; or (e) when deemed by the **NEW SMYRNA BEACH UTILITIES** (in its sole discretion) is in the best interest of the **NEW SMYRNA BEACH UTILITIES**. In the event of such termination, **NEW SMYRNA BEACH UTILITIES** shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **NEW SMYRNA BEACH UTILITIES** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
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SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

Process Control Services
Attention: Wade Mathis
1205 Pinewood Lane
Ocoee, FL 34761
(407) 252-5033

For NEW SMYRNA BEACH UTILITIES:

New Smyrna Beach Utilities
Attention : Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3046

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **NEW SMYRNA BEACH UTILITIES** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER**.

NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
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SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **NEW SMYRNA BEACH UTILITIES** shall not be liable to **SERVICE PROVIDER** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA**
a political subdivision of the State of Florida

**SERVICE PROVIDER:
Process Control Services**

DocuSigned by:
By: Efren Chavez
2B0F79AAA05436
Efren Chavez

Director of Finance/CFO

DocuSigned by:
ATTEST: Lauren Wright
A60274B9F3CD47A

By: Lauren wright

By: Wale Mat

Its: President

ATTEST: [Signature]

Its: Manager

(CORPORATE SEAL)

DocuSigned by:
Thomas West
Director of Department

NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
23-656

EXHIBIT A

SCOPE OF WORK

The **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities. We currently operate on VT Scada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

- Senior Programmer / hourly rate
- Senior Technician / hourly rate
- I&C Startup and Calibration Technician / hourly rate
- Clerical and Administrative / hourly rate
- Materials and Equipment / Cost plus %

New Smyrna Beach
UTILITIES
EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW**

NEW SMYRNA BEACH UTILITIES
New Smyrna Beach, Florida
Request for Quotation
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SMYRNA BEACH UTILITIES reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **NEW SMYRNA BEACH UTILITIES** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSURED: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **NEW SMYRNA BEACH UTILITIES** and its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or

NEW SMYRNA BEACH UTILITIES

New Smyrna Beach, Florida

Request for Quotation

23-656

their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 each accident;
\$500,000 disease policy limit;
and
\$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of \$100,000.



New Smyrna Beach ... UTILITIES ...

June 13, 2024
Process Control Services
1205 Pinewood Lane
Ocoee, Fl. 34761

To whom it may concern:

In RFQ No. 23-656, for SCADA Services, New Smyrna Beach Utilities reserved the right to extend the contract for (3) additional (1) one-year periods, upon mutual agreement in writing.

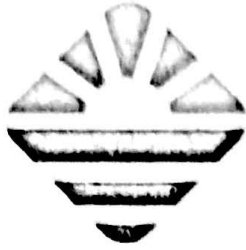
New Smyrna Beach Utilities would like to extend the contract for the first of three annual renewals, based on the terms and conditions of the original agreement. If you agree with the contract extension (7/31/24 to 8/1/25), please indicate on the line below and return it to me.

If a price adjustment (+/-) is warranted, please include price change documentation and return with this letter.

Description	UOM	Current Price	Renewal Price
Senior Programmer	HR	\$150.00	\$ 150.00
Senior Technician	HR	\$ 125.00	\$ 125.00
I & C Start Up and Calibration Technician	HR	\$ 100.00	\$ 100.00
Clerical and Administrative	HR	\$50.00	\$ 50.00
Materials and Equipment	Cost Plus	25%	25%
Shipping	Cost Plus	10%	10%

Respectfully,
Erin Anderson
Purchasing Agent
New Smyrna Beach Utilities
386-424-3170
eanderson@nsbufl.com

www.nsbufl.com | Main Office Building: 200 Canal Street New Smyrna Beach, Florida 32168 | Phone: 386-427-1361
Mailing Address: PO Box 100 New Smyrna Beach, Florida 32170



New Smyrna Beach ... UTILITIES ...

Acceptance by the undersigned to extend the contract for the first additional year per RFQ 23-656.

Process Control Services LLC
Company Name

Wade Mathis 6-27-24
Signature/Date

Wade Mathis President
Print Name/Title



New Smyrna Beach ... UTILITIES ...

May 30, 2025
Process Control Services
1205 Pinewood Lane
Ocoee, Fl. 34761

To whom it may concern:

In RFQ No. 23-656, for SCADA Services, New Smyrna Beach Utilities reserved the right to extend the contract for (3) additional (1) one-year periods, upon mutual agreement in writing.

New Smyrna Beach Utilities would like to extend the contract for the 2nd of three annual renewals, based on the terms and conditions of the original agreement. If you agree with the contract extension (7/31/25 to 8/1/26), please indicate on the line below and return it to me.

If a price adjustment (+/-) is warranted, please include price change documentation and return with this letter.

Description	UOM	Current Price	Renewal Price
Senior Programmer	HR	\$150.00	\$ 150. ⁰⁰
Senior Technician	HR	\$ 125.00	\$ 125. ⁰⁰
I & C Start Up and Calibration Technician	HR	\$ 100.00	\$ 100. ⁰⁰
Clerical and Administrative	HR	\$50.00	\$ 50. ⁰⁰
Materials and Equipment	Cost Plus	25%	25%
Shipping	Cost Plus	10%	10%

Respectfully,
Erin Anderson
Purchasing Agent
New Smyrna Beach Utilities
386-424-3170
eanderson@nsbufl.com



New Smyrna Beach
... UTILITIES ...

Acceptance by the undersigned to extend the contract for the first additional year per RFQ 23-656.

Process Control Services LLC
Company Name

Wade Mathis 6-5-25
Signature/Date

Wade Mathis President
Print Name/Title

Exhibit 2
New Smyrna Beach Utilities'
Solicitation RFQ 23-656

**New Smyrna Beach Utilities
Request for Quotation
23-656**

WE HEREBY INVITE YOUR COMPANY TO SUBMIT A FORMAL QUOTATION FOR THE SCADA SERVICES ANNUAL CONTRACT FOR NEW SMYRNA BEACH UTILITIES, PER THE ATTACHED SPECIFICATIONS.

SUBMIT COPIES OF YOUR QUOTES BY **MAIL, E-MAIL OR HAND DELIVERING TO:**

New Smyrna Beach Utilities
Attn: Lauren Wright
Purchasing Agent
(386) 424-3016
lwright@nsbufl.com

MAILING ADDRESS:
1151 Field Street
New Smyrna Beach, FL 32168

WALK IN DELIVERY ADDRESS
1151 Field Street
New Smyrna Beach, FL 32168

QUOTATIONS DUE PRIOR TO: Thursday July 20, 2023, 2:30 P.M

**New Smyrna Beach Utilities
Request for Quotation
23-656**

SCHEDULE

Distribution of the Request for Quotation	June 21, 2023
Final Questions due prior to	July 5, 2023
RFQ Return Deadline by 2:30PM Location: NSBU Purchasing Dept. 1151 Field St. New Smyrna Beach FL, 32168	July 20, 2023

New Smyrna Beach
••• UTILITIES •••

**New Smyrna Beach Utilities
Request for Quotation
23-656**

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New Smyrna Beach
••• UTILITIES •••

**New Smyrna Beach Utilities
Request for Quotation
23-656**

GENERAL INSTRUCTIONS AND CONDITIONS

1. The term **NEW SMYRNA BEACH UTILITIES** used herein refers to the New Smyrna Beach Utilities, or its duly authorized representative.
2. The term **VENDOR** used herein refers to the dealer/manufacturer or business organization submitting a bid to the **NEW SMYRNA BEACH UTILITIES** in response to this solicitation.
3. **VENDORS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
4. No material, labor or facilities will be furnished by the **NEW SMYRNA BEACH UTILITIES** unless specifically stated.
5. The **VENDOR** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
6. The **VENDOR** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.
7. The **VENDOR** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **NEW SMYRNA BEACH UTILITIES** by any other provision of this award.
8. A duly authorized representative of the **NEW SMYRNA BEACH UTILITIES** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
9. All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
10. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the Bidder. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.
11. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.
12. Quotes shall be **addressed and mailed or delivered as specified on page 1.**
13. **New Smyrna Beach Utilities** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
14. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing

**New Smyrna Beach Utilities
Request for Quotation
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Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse **New Smyrna Beach Utilities**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by **New Smyrna Beach Utilities** may be withheld until reimbursement is received.

15. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at not charge to the New Smyrna Beach Utilities. **NEW SMYRNA BEACH UTILITIES** reserves the right to determine if bid goods are equivalent to specified goods.
16. Awards shall be made as required for the best interest of the **New Smyrna Beach Utilities**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.
17. **INDEPENDENT CONTRACTORS:** Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of New Smyrna Beach Utilities in any respect.
18. **INSURANCE:** Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 100,000 Each occurrence
	\$ 500,000 Disease, aggregate
	\$ 100,000 Disease, each employee
(b) General Liability	\$1,000,000 General Aggregate
	\$1,000,000 Products – Comp Ops Agg
	\$ 500,000 Each Occurrence
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000 Combined Single Limit
Option of Split Limits:	
(1.) Bodily Injury	\$ 500,000 Per Person
	\$1,000,000 Per Accident
(2.) Property Damage	\$ 500,000

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should

**New Smyrna Beach Utilities
Request for Quotation
23-656**

have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier providing coverage.

a. **CERTIFICATES OF INSURANCE:** At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to **NEW SMYRNA BEACH UTILITIES** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

b. **ADDITIONAL INSURED:** All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER, NEW SMYRNA BEACH UTILITIES** and its officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

c. **WAIVER OF SUBROGATION:** The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its officials, directors, officers, agents, and employees.

d. **COMPREHENSIVE GENERAL LIABILITY:** This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

e. **COMPREHENSIVE AUTOMOBILE LIABILITY:** This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

f. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:** The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason,

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may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 each accident;
\$500,000 disease policy limit;
and
\$100,000 disease, each employee.

g. **PROFESSIONAL LIABILITY:** Professional Liability insurance shall be provided in an amount of \$100,000.

19. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:

The provisions of Florida Statute 768.28 applicable to the New Smyrna Beach Utilities apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of New Smyrna Beach Utilities acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of New Smyrna Beach Utilities acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

New Smyrna Beach Utilities shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the New Smyrna Beach Utilities, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of New Smyrna Beach Utilities.

Provided, however, if the contract between the New Smyrna Beach Utilities and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the New Smyrna Beach Utilities, shall be limited to an obligation to indemnify or hold harmless the New Smyrna Beach Utilities, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

20. WARRANTY AND ACCEPTANCE: All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by New Smyrna Beach Utilities. Contractor guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event New Smyrna Beach Utilities discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from New Smyrna Beach Utilities, repair or replace at its sole expense any such defects. New Smyrna Beach Utilities may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by New Smyrna Beach Utilities nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

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21. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor shall comply with New Smyrna Beach Utilities jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

22. **WORK RULES, SECURITY:** For work performed on New Smyrna Beach Utilities premises, Contractor shall strictly observe New Smyrna Beach Utilities work rules and security requirements. All work shall be carried out during normal New Smyrna Beach Utilities working hours unless specifically agreed to in writing by New Smyrna Beach Utilities. Contractor shall, at New Smyrna Beach Utilities request remove from site any employee whom New Smyrna Beach Utilities deems to be incompetent, dishonest or uncooperative.

23. **CHANGES:** New Smyrna Beach Utilities may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

24. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. New Smyrna Beach Utilities may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, New Smyrna Beach Utilities may withhold any payment until Contractor has furnished such evidence of payment and release.

25. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of New Smyrna Beach Utilities shall be voided.

26. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

27. SUSPENSION OF WORK AND TERMINATION

New Smyrna Beach Utilities May Suspend Work - The New Smyrna Beach Utilities may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

New Smyrna Beach Utilities May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without New Smyrna Beach Utilities approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the New Smyrna Beach Utilities may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If

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the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to New Smyrna Beach Utilities. Such cost incurred by New Smyrna Beach Utilities will be determined by New Smyrna Beach Utilities and incorporated in a Change Order.

Where the Contractor's services have been so terminated by New Smyrna Beach Utilities, said termination shall not affect any rights of the New Smyrna Beach Utilities against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by New Smyrna Beach Utilities due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of New Smyrna Beach Utilities. In such event the Contractor may recover from New Smyrna Beach Utilities payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the New Smyrna Beach Utilities may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the New Smyrna Beach Utilities may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, New Smyrna Beach Utilities shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the New Smyrna Beach Utilities selects, and prosecute the Work to completion by contract or as the New Smyrna Beach Utilities may deem expedient.

28. MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. New Smyrna Beach Utilities and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the New Smyrna Beach Utilities deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. New Smyrna Beach Utilities during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

29. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the New Smyrna Beach Utilities who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

30. Employee Conflict of Interest- It shall be unethical for any New Smyrna Beach Utilities employee to participate directly or indirectly in a procurement contract when the New Smyrna Beach Utilities employee knows that:

(1) The New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family has a financial interest in the procurement contract; or

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(2) any other person, business, or organization with whom the New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A New Smyrna Beach Utilities employee or any member of a New Smyrna Beach Utilities employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

31. Gratuities and Kickbacks.

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any New Smyrna Beach Utilities employee or former New Smyrna Beach Utilities employee, or for any New Smyrna Beach Utilities employee or former New Smyrna Beach Utilities employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity Utilities

The New Smyrna Beach Utilities in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

32. E-VERIFY:

By [registering as a vendor, submitting a response to this solicitation, entering into a Contract], you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your [registration as a vendor/response to this solicitation/entering into a contract] you affirm and represent that you are registered with the E-Verify system are using same, and will continue to use same as required by Section 448.095, F.S. Compliance with Section 448.095 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. Failure to comply will lead to termination [as a vendor, disqualifying you for award of this solicitation, entering into a contract and/or, cancellation of an active contract], or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with The New Smyrna Beach Utilities or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.

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REFERENCES

Provide the business names, contact persons, and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: _____
Address: _____

Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

2. Name of Company: _____
Address: _____

Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone Number: _____
Dates of Service: _____

Service(s) Provided: _____

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COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter a contract with New Smyrna Utilities to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of sub-contractors for the duration of the contract with New Smyrna Utilities.

Contractor Name: _____

Contractor E-Verify Registration Number: _____

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with New Smyrna Utilities.
4. That the contractor will maintain affidavits of sub-contractors engaged to perform work on all contracts with New Smyrna Utilities.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by New Smyrna Beach Utilities, subjecting the contractor to liability for additional costs incurred by New Smyrna Utilities as a result of the termination of the contract.

Signed

Title

Subscribed and sworn before me this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____

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VENDOR INFORMATION

In addition to General Conditions, your quote may be disqualified if the following vendor information is not returned with your quote.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification
Number or Social Security Number: _____

Do you collect Florida State Sales Tax? ()Yes ()No

Firm Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____ Web Address: _____

If vendor is bidding as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the bidder, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

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The **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities. We currently operate on VT Scada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

Senior Programmer / hourly rate

Senior Technician / hourly rate

I&C Startup and Calibration Technician / hourly rate

Clerical and Administrative / hourly rate

Materials and Equipment / Cost plus %

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QUOTE TABULATION

Item No.	Description	Quantity	UOM	Hourly Price
1	Senior Programmer	1	\$/hr.	\$
2	Senior Technician	1	\$/hr.	\$
3	I &C Startup and Calibration Technician	1	\$/hr.	\$
4	Clerical and Administrative	1	\$/hr.	\$

Item No.	Description	Quantity	UOM	Percentage
5	Materials and Equipment	1	Cost plus __%	
6	Shipping	1	Cost plus __%	

New Smyrna Beach Utilities reserves the right to waive informalities in any quotation, to reject any and all quotations in whole or in part, with or without cause, and/or accept the quotations or portions thereof that in its judgment will be in the best interest of the New Smyrna Beach Utilities. The quotation shall be valid for award within sixty (60) days from the date of opening unless specified otherwise.

The term of the resulting agreement shall be one year. New Smyrna Beach Utilities reserves the right to extend this contract up to three (3) additional one (1) year periods based upon mutual agreement.

Submitted By:

Name of Company: _____ Please Print

Name & Title: _____ Please Print

Signature: _____

Telephone No. _____ **Facsimile No.** _____

E-Mail: _____

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AGREEMENT FOR AN ANNUAL CONTRACT FOR SCADA SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES ("AGREEMENT") is made and entered into this ___ day of _____, 202___, by and between the **NEW SMYRNA BEACH UTILITIES**, located at 200 Canal Street, New Smyrna Beach, Florida 32168, and _____ (hereafter **SERVICE PROVIDER**"), located at _____.

RECITALS

1. **NEW SMYRNA BEACH UTILITIES** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts .
2. The **NEW SMYRNA BEACH UTILITIES** wishes to obtain SCADA services.
3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to become effective upon execution by both parties. The initial term shall be for **ONE**(1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **FIFTEEN DAYS (15)**.

SECTION 3. DESCRIPTION OF SERVICES. **SERVICE PROVIDER** agrees to perform SCADA services as specified in **Exhibit A** attached to and incorporated into this agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 NEW SMYRNA BEACH UTILITIES may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications. If **NEW SMYRNA BEACH UTILITIES** approves, **NEW SMYRNA BEACH UTILITIES** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both the **NEW SMYRNA BEACH UTILITIES** designated representative and the **SERVICE PROVIDER**.

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4.2 All of **NEW SMYRNA BEACH UTILITIES** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **NEW SMYRNA BEACH UTILITIES** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **NEW SMYRNA BEACH UTILITIES** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **NEW SMYRNA BEACH UTILITIES** agrees to compensate **SERVICE PROVIDER** for services properly performed at the rates of :

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **NEW SMYRNA BEACH UTILITIES** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **NEW SMYRNA BEACH UTILITIES** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **NEW SMYRNA BEACH UTILITIES** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **NEW SMYRNA BEACH UTILITIES**, subject to **NEW SMYRNA BEACH UTILITIES** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **NEW SMYRNA BEACH UTILITIES**, but the **NEW SMYRNA BEACH UTILITIES** reserves the right to reject any statement which fails to adequately describe the services rendered by **SERVICE PROVIDER**. Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this

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Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **NEW SMYRNA BEACH UTILITIES**. Amounts not questioned by **NEW SMYRNA BEACH UTILITIES** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. **NEW SMYRNA BEACH UTILITIES** or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE. The **SERVICE PROVIDER** agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event **NEW SMYRNA BEACH UTILITIES** discovers defects in material or workmanship at any time before the expiration of the specified warranty period, **SERVICE PROVIDER** shall, upon written notice from the **NEW SMYRNA BEACH UTILITIES**, repair or replace at its sole expense any such defects. The **NEW SMYRNA BEACH UTILITIES** may perform such repairs or replacements by other reasonable means and **SERVICE PROVIDER** agrees to pay for such corrective measures. Neither acceptance of the work by the **NEW SMYRNA BEACH UTILITIES** nor payment shall relieve **SERVICE PROVIDER** from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the **NEW SMYRNA BEACH UTILITIES** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **NEW SMYRNA BEACH UTILITIES** safety standards while on the property of the **NEW SMYRNA BEACH UTILITIES**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **NEW SMYRNA BEACH UTILITIES** waive all rights against each other and their respective directors, officers, partners, New Smyrna Beach Utilities officials, agents, subcontractors, **SERVICE PROVIDERS**, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **NEW SMYRNA BEACH UTILITIES** and shall protect **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** to the same extent. All project

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contractors shall be required to include **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, New Smyrna Beach Utilities, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, **SERVICE PROVIDER** represents and warrants to the **NEW SMYRNA BEACH UTILITIES** each of the following:

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13.1 SERVICE PROVIDER represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **NEW SMYRNA BEACH UTILITIES** or causes any physical damage to, or destruction of, any of **NEW SMYRNA BEACH UTILITIES** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of **SERVICE PROVIDER**'s principals or the immediate family of **SERVICE PROVIDER**'s principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **NEW SMYRNA BEACH UTILITIES** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **NEW SMYRNA BEACH UTILITIES** and within a reasonable time period.

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SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **NEW SMYRNA BEACH UTILITIES**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

SECTION 15. INDEMNIFICATION. SERVICE PROVIDER shall defend, indemnify, and hold harmless the **NEW SMYRNA BEACH UTILITIES**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE PROVIDER** shall reimburse the **NEW SMYRNA BEACH UTILITIES** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars (\$10) of the payments made by the **NEW SMYRNA BEACH UTILITIES** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **NEW SMYRNA BEACH UTILITIES** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **NEW SMYRNA BEACH UTILITIES** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **NEW SMYRNA BEACH UTILITIES** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. **SERVICE PROVIDER** agrees to comply with all **NEW SMYRNA BEACH UTILITIES** policies and procedures in observing the requirement of said laws. **SERVICE**

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PROVIDER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **NEW SMYRNA BEACH UTILITIES** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **NEW SMYRNA BEACH UTILITIES** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the **NEW SMYRNA BEACH UTILITIES** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **NEW SMYRNA BEACH UTILITIES** in a format that is compatible with the information technology systems of the **NEW SMYRNA BEACH UTILITIES**.

The **SERVICE PROVIDER** shall promptly provide the **NEW SMYRNA BEACH UTILITIES** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **NEW SMYRNA BEACH UTILITIES** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **NEW SMYRNA BEACH UTILITIES**.

16.3 NEW SMYRNA BEACH UTILITIES shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **NEW SMYRNA BEACH UTILITIES**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by **NEW SMYRNA BEACH UTILITIES** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all

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requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **NEW SMYRNA BEACH UTILITIES** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **NEW SMYRNA BEACH UTILITIES** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **NEW SMYRNA BEACH UTILITIES**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **NEW SMYRNA BEACH UTILITIES** and shall be delivered by **SERVICE PROVIDER** to the **NEW SMYRNA BEACH UTILITIES** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 **SERVICE PROVIDER** shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of **NEW SMYRNA BEACH UTILITIES**. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **NEW SMYRNA BEACH UTILITIES**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **NEW SMYRNA BEACH UTILITIES** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **NEW SMYRNA BEACH UTILITIES** determines that any subcontractor is not performing in accordance with this Agreement, **NEW SMYRNA BEACH UTILITIES** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract, or correct the deficiency. **NEW SMYRNA BEACH UTILITIES** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **NEW SMYRNA BEACH UTILITIES** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **NEW SMYRNA BEACH UTILITIES** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **NEW SMYRNA BEACH UTILITIES** does not agree to use **SERVICE PROVIDER**

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exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **NEW SMYRNA BEACH UTILITIES**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent **SERVICE PROVIDER**, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **NEW SMYRNA BEACH UTILITIES**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which **SERVICE PROVIDER** performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **NEW SMYRNA BEACH UTILITIES**: a) Use or pledge money or credit of the **NEW SMYRNA BEACH UTILITIES**, except in the usual and regular course of business and on account of or for the benefit of the **NEW SMYRNA BEACH UTILITIES**; b) Release or discharge any debt due to **NEW SMYRNA BEACH UTILITIES** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **NEW SMYRNA BEACH UTILITIES** property; or d) Cause **NEW SMYRNA BEACH UTILITIES** to become a guarantor, surety, or endorser, or give any note which obligates the **NEW SMYRNA BEACH UTILITIES**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **NEW SMYRNA BEACH UTILITIES** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **NEW SMYRNA BEACH UTILITIES** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **NEW SMYRNA BEACH UTILITIES** may have under this Agreement; or (e) when deemed by the **NEW SMYRNA BEACH UTILITIES** (in its sole discretion) is in the best interest of the **NEW SMYRNA BEACH UTILITIES**. In the event of such termination, **NEW SMYRNA BEACH UTILITIES** shall be liable only for the payment of all unpaid charges, determined in accordance with

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the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **NEW SMYRNA BEACH UTILITIES** generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

For NEW SMYRNA BEACH UTILITIES:

New Smyrna Beach Utilities, City of New Smyrna Beach, Florida
Attention : Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3046

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **NEW SMYRNA BEACH UTILITIES** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

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27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER**.

SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **NEW SMYRNA BEACH UTILITIES** shall not be liable to **SERVICE PROVIDER** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **NEW SMYRNA BEACH UTILITIES** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

NEW SMYRNA BEACH UTILITIES:

SERVICE PROVIDER:

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By: _____

Director of Finance/CFO

ATTEST: _____

By: _____

Director of Department

By: _____

Its: _____

ATTEST: _____

Its: _____

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF WORK

The **NEW SMYRNA BEACH UTILITIES** is seeking a quote from a qualified Scada vendor. We are looking for help to test, maintain, repair, calibrate and program SCADA Systems and ancillary control components at all of our NSBU facilities.

We currently operate on VTScada software, and the majority of our PLC controllers are Allen Bradley.

Please provide pricing for the following categories

Senior Programmer / hourly rate

Senior Technician / hourly rate

I&C Startup and Calibration Technician / hourly rate

Clerical and Administrative / hourly rate

Materials and Equipment / Cost plus %

EXHIBIT "B": INSURANCE REQUIREMENTS

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I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **NEW SMYRNA BEACH UTILITIES**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **NEW SMYRNA BEACH UTILITIES** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **NEW SMYRNA BEACH UTILITIES** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **NEW SMYRNA BEACH UTILITIES** and that the carrier should have no less rating than A - X by A.M. Best and Company. **NEW SMYRNA BEACH UTILITIES** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **NEW SMYRNA BEACH UTILITIES** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **NEW SMYRNA BEACH UTILITIES** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **NEW SMYRNA BEACH UTILITIES** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **NEW SMYRNA BEACH UTILITIES's** office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSURED: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **NEW SMYRNA BEACH UTILITIES** and its New Smyrna Beach Utilities officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with

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respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **NEW SMYRNA BEACH UTILITIES**, its New Smyrna Beach Utilities, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **NEW SMYRNA BEACH UTILITIES** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: \$1,000,000 per claim and annual aggregate of \$2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 each accident.

\$500,000 disease policy limit;

and

\$100,000 disease, each employee.

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VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of \$100,000.



Exhibit 3
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 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 Insured has \$1,000,000 Excess over General Liability to complete this requirement
<input checked="" type="checkbox"/> 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.	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
<input checked="" type="checkbox"/> 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per Occurrence
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input checked="" type="checkbox"/> 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.	
<input checked="" type="checkbox"/> 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS
(Continued)

9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state "RFP #22-XX-XXX **INSERT TITLE HERE**".

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Process Control Services
Company

Wade Mathis
Authorized Signature

Wade Mathis President
Printed Name & Title

wademathis@gmail.com
Email

1205 Pinewood Lane
Address

Ocoee, FL 34761
City, State, Zip Code

407-252-5033
Telephone No.

Fax No.

JFS Risk Advisors LLC dba Edison Insurance Group
Insurance Agency

Lisa Maria Velasquez #W918808
Signature of Proposer's Agent

RFP# 22-XX-XXX INSERT TITLE HERE

Exhibit 4
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Mount Dora** (the "Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Wade Mathis
Authorized Signature

Process Control Services LLC
Entity

Wade Mathis
Printed Name

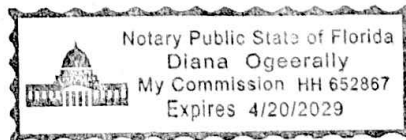
President
Title

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged and sworn before me by means of physical presence or online notarization of Wade Mathis, as President of Process Control Services, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced Florida D-2 as identification, and who did/did not take an oath this 3 day of Feb, 2026.
(stamp)

Diana Ogeerally
NOTARY PUBLIC





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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with A.C. Schultes of Florida, Inc. for Maintenance and Repair of Water Wells and Water Pumps Services

Introduction:

This is a request for Council to approve an agreement between the City of Mount Dora and A.C. Schultes of Florida, Inc. under a piggyback agreement with the Tohopekaliga Water Authority for the maintenance and repair of water wells and water pumps services.

Discussion:

Tohopekaliga Water Authority competitively solicited Invitation for Bid IFB-25-004 for maintenance and repair services for water wells and water pumps and awarded the underlying contract to A.C. Schultes of Florida, Inc. The underlying agreement was executed on March 12, 2025, and subsequently amended on November 6, 2025. The City of Mount Dora piggyback agreement would use the same services and pricing available under that contract and is effective through February 11, 2027, subject to annual appropriation.

The City of Mount Dora has wells and well pumps at its water and wastewater treatment facilities. These assets support potable water supply and help supplement the reclaimed water system. A preventative maintenance program, including pulling and inspecting each well on an approximately five-year rotation, helps maintain operational reliability and reduces the likelihood of equipment failures.

Without routine maintenance, well and pump failures can result in service disruptions, reduced system capacity, emergency repair needs, and potential permit compliance concerns. Using the piggyback agreement allows the City to access competitively established pricing and a qualified local vendor for scheduled maintenance and repair work as needed.

Budget Impact:

There is no budget impact associated with approving the service contract. Any work performed under the agreement will be authorized through task orders, subject to available budget appropriations and in accordance with the City Purchasing Policy.

Strategic Impact:

Objective 8.5 - Implement Water and Wastewater maintenance programs to reduce operating cost and ensure good, reliable service.

Recommendation:

City Council approve the piggyback agreement with A.C. Schultes of Florida, Inc. for maintenance and repair services for water wells and water pumps under the Tohopekaliga Water Authority contract and authorize the City Manager to execute the agreement and related documents, subject to final legal review.

Attachment(s):

1. ACSchultes piggyback signed 51826

Prepared by: Bill Mitchell, City Engineer

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 - 5/21/2026

Approved - 5/21/2026

Approved - 5/21/2026

Approved - 5/21/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **A.C. SCHULTES OF FLORIDA, INC.**, a Florida corporation located at 11865 U.S. Highway 41 South, Gibsonton, Florida 33534 (“CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Maintenance and Repair of Water Wells and Water Pumps Services Agreement between the Tohopekaliga Water Authority (the “TWA”), and CONTRACTOR, dated March 12, 2025 and subsequently amended on November 6, 2025, collectively attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by the TWA through IFB-25-004, which is attached and incorporated into the Underlying Agreement; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall extend from the date of execution through February 11, 2027, and may be renewed for two (2) additional one (1) year periods upon written mutual agreement by the CITY and CONTRACTOR.

SECTION 2. SERVICES AND PRICING.

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Underlying Contract, its attachments and renewals, attached hereto as **Composite Exhibit 1** and incorporated herein by this reference. Notwithstanding any contrary provision in the Underlying Contract, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. NOTICE.

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

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

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

CONTRACTOR: A.C. Schultes of Florida, Inc.
 Attn: Gregory Schultes
 11865 U.S. Highway 41 South
 Gibsonton, Florida 33534

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

- (A) The Parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.
- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

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

SECTION 13. PUBLIC RECORDS.

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

- (A) Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
- (B) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.
- (F) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER STREET, MOUNT DORA, FL 32757.**

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit 2**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

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

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

SECTION 18. SCRUTINIZED COMPANIES.

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

entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

In accordance with § 787.06, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit 3**, and incorporated herein by reference.

[Signatures on Next Page]

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

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

A.C. SHULTES OF FLORIDA, INC.



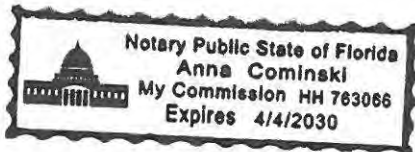
Print: Gregory Schultes

Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged and sworn to before me by means of [] physical presence or [] online notarization of Gregory Schultes, as Vice President of A.C. Schultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4th day of May, 2026.

(stamp)




NOTARY PUBLIC Anna Cominski

Attachments:

- Composite Exhibit 1 – Underlying Contract
- Exhibit 2 – Insurance Requirements
- Exhibit 3 – Human Trafficking Affidavit

Composite Exhibit 1
Underlying Contract between
Tohopekaliga Water Authority
and
A.C. Schultes of Florida, Inc.

CONTRACT

(IFB-25-004-01)

MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS

THIS AGREEMENT FOR THE PROVISION OF MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS SERVICES (the “**Agreement**”) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**Toho**”) and **A.C. SCHULTES OF FLORIDA, INC.**, a Florida Profit Corporation, with a principal address of 11865 US Highway 41 South, Gibsonton FL 33534 (the “**Contractor**”). Toho and the Contractor may be individually referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS:

WHEREAS, Toho has competitively solicited for the provision of maintenance and repair of water wells and water pumps services pursuant to IFB-25-004 (the “**Solicitation**”), a copy of which is attached, including all Addendums, incorporated by reference as **Exhibit “A”**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as **Exhibit “B”**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, Toho has engaged an additional contractor for similar services (IFB-25-004-02).

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions, based on the Solicitation and as more specifically set forth herein.

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

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through February 11, 2026. This Agreement may be renewed, subject to written notice of agreement executed by both Parties, for up to two (2) additional one-year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section Three – Scope of Services* of **Exhibit “A”** (collectively the “**Services**”), in compliance with the terms and conditions of this Agreement, as well as those found in the solicitation document attached as **Exhibit “A”**. If there is a conflict between the provisions of Exhibit “A” and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

- A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type whatsoever, that are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on or against Toho or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.
- B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.
- C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.
- D. The Contractor shall maintain adequate and competent staff and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

- A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. 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 within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services consistent with **Exhibit "A"**, **Exhibit "B"**, and industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.
- B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

- A. The amount paid under this Agreement for acceptable performance and delivery of maintenance and repair of water wells and pumps as described in **Exhibit "A"** and the services provided under IFB-25-004 shall not exceed a cumulative amount of Five Hundred Thousand Dollars (**\$500,000**) (the "**Not to Exceed Amount**") *between the two awarded contractors* for the term of the agreement, based on the rates specified in **Exhibit "B"**.
- B. Compensation for Services completed by the Contractor shall be paid in accordance with section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.

- C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forgo the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.
- D. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is at any time not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No damages, fees, or other costs may be assessed against Toho for its termination of this Agreement for convenience.

B. Termination for Cause

1. **Immediate Termination.** Toho reserves the right to "**Immediate Termination**" of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes any and all of which shall constitute a material breach of this Agreement by the Contractor: **(a)** the amount invoiced by the Contractor exceeds the Not to Exceed Amount; **(b)** the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; **(c)** a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; **(d)** the Contractor is determined to be ineligible to do business in the State of Florida; **(e)** if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or **(f)** as otherwise expressly provided for in this Agreement.
2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement or if Toho, using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: **(a)** include such opportunity to cure as part of its notice of termination; and **(b)** provide a deadline deemed appropriate by Toho by

which the Contractor must cure or, only if expressly permitted by Toho, submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted by the Contractor.

4. **Payment in the Event of Termination for Cause.** In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.
 5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.
- C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: (1) maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; (2) not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; (3) finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

- A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance, prior to the start of any work hereunder:
1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and products-Completed Operations. The limits shall be not less than \$1,000,000.00.
 3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess of the coverage provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the

same.

- C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and shows:
1. The name of the insured Contractor;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.
- E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS. At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

- A. The following documents are hereby incorporated and made part of this Agreement:
1. **Exhibit "A"** – Solicitation documents IFB-25-004, including all Addendums
 2. **Exhibit "B"** – Response submitted by the Contractor
- B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and **Exhibits "A"** and **"B"**, the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

- A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola 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.
- B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct

the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

- A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind relating to the relationship created hereby shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
 2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and
 5. If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions in accordance with the Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING: RECORDS RETENTION, 951 MARTIN LUTHER KING BLVD. KISSIMMEE, FL 34741, PUBLICRECORDSREQUESTS@TOHOWATER.COM, (407) 483-3822.

SECTION 13. 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 Toho 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 14. 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 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, 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 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho and its officials, agents, and employees from and against any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity pursuant to section 768.28, Florida Statutes. Notwithstanding anything outlined 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 Toho 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 to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, personal representatives, successors, and assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the prior express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. 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, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho, 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:

Toho: Tohopekaliga Water Authority
 Attention : Procurement Division
 951 Martin Luther King Blvd
 Kissimmee, Florida 34741

Contractor: A.C. Shultes of Florida, Inc.
 11865 US Highway 41 South
 Gibsonton, FL 33534

SECTION 23. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified only 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) thereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. 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 25. ADMINISTRATIVE PROVISIONS. In the event Toho 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 Toho'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.

SECTION 26. 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, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders,

employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

B. Scrutinized Companies

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida's Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.
2. If the value of this Agreement meets or exceeds \$1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.
3. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. Discriminatory Vendors. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.134, Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. Anti-Trust Violators. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

- E. **Countries of Foreign Concern.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.
- F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.
- G. **Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment C to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.
- D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section, but the Contractor otherwise complied, shall promptly notify the Contractor and the Contractor shall immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this Section is not a breach of contract and may not be considered as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the

Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.

- F. The Contractor and/or subcontractor shall insert in any subcontracts the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.
- G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-verify>

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor hereby represents that it 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 under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All 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 Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable 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. Toho also has the right to conduct an audit within 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 Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

- A. Toho Project Manager's contact information is as follows:
 Elsa Williams, Director Treatment Director (Water)
 Toho Water Authority
 407-483-3881
 689-319-3537
 Email: ewilliams@tohowater.com
- B. The Contractor Project Manager's contact information is as follows:
 Gregory Schultes, Vice President
 A.C. Schultes of Florida, Inc.
 11865 S. US HW 41
 Gibsonton, FL 33534
 813-741-3010
GREG.ACSFL@ACschultes.com

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. COUNTERPARTS, ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES. This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

- E. **Quality.** All materials and services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.
- F. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.
- G. **Patent/Copyright Hold Harmless.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device that is the subject of patent rights or copyrights. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit, or proceeding brought against Toho that is based upon a claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include

legal fees.

- H. **Packing.** If awarded an Agreement, invoices and packages lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable). Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon writing.
- I. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.
- J. **Material Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material Safety Data Sheet ("MSDS") on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.
- K. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.
- L. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.
- M. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials that it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.
- N. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- O. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regard to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises,

covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

A.C. SCHULTES OF FLORIDA, INC.

By: [Signature]
Print Name: Gregory Schultes
Title: Vice President
Date: 2/12/2025

Attest: [Signature]
Print Name: Jeff DeMatte
Title: Secretary / Treasurer
Address: 11865 US Hwy 41 South
Gibsonton, FL 33534
Date: 2/12/2025

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
Print Name: HENRY THACKER
Title: BOARD CHAIRMAN
Date: MARCH 12, 2025

Attest: [Signature]
Print Name: DAVE ASKEW
Title: ASSISTANT SECRETARY
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741
Date: MARCH 12, 2025

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2025, by Gregory Schultes as Vice President of A.C Schultes of Florida, Inc., a Florida Profit Corporation, on behalf of the company, who is personally known to me OR has produced _____ as identification.

Notary Signature: [Signature]
Print Name: Anna Cominski
My Commission No.: HH248646
My Commission Expires: 4/4/2026
(Stamp)

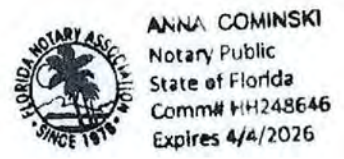


EXHIBIT "A"
(Solicitation IFB-25-004)

INVITATION FOR BIDS

BID TITLE:

**MAINTENANCE AND REPAIR
SERVICES FOR WATER SUPPLY
WELLS AND WELL PUMPS**

BID NO:

IFB 25-004

December 6 2024

ISSUE DATE:

SUBMIT BID TO:

<https://tohowater.bonfirehub.com>

CONTACT PERSON: Mursal Mzee

EMAIL ADDRESS: procurement@tohowater.com

PHONE: (407) 944-5170

**NON-MANDATORY PRE-BID
MEETING & SITE VISIT:**

**Tuesday 17th Wednesday 18th and Thursday 19th
December 2024- 9.00am to 3:00pm**

**DEADLINE FOR WRITTEN
QUESTIONS:**

Monday 23rd December 2024 at 5:00 p.m. local time

BID DUE:

Thursday 9 January 2025 at 2:00 p.m. local time

NOTICE OF ELECTRONIC BID SUBMITTAL REQUIREMENT

Toho Water Authority issues its solicitations electronically through its contracted vendor, Bonfire. Bidders shall not be permitted to hand-deliver, mail, telephone, fax, or email responses. Bids that are either received after the above-noted Submittal Deadline or transmitted outside of the designated Bonfire online portal will be rejected. If you have obtained this solicitation from a source other than Bonfire, you will not be listed on the document takers list and may not receive notification of any Addenda(s) issued. Failure to receive any issued Addenda shall not relieve the Bidder from any obligation(s) contained in the Addenda.

To access Toho Water Authority's solicitations, any resulting Addenda, or Bid results, please go to: <https://tohowater.bonfirehub.com>. Any prospective Bidder requiring assistance with registering with Bonfire is directed to send an email to: Support@GoBonfire.com or to visit Bonfire's online help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

IFB-25-004

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Submittal Requirements	SECTION 5
Pricing and Bid Form Attachments	SECTION 6

Bid Form Attachments

Bidders are hereby advised that they must complete the documents found on the following pages of this section and submit them as part of their Bid.

A	Affidavit of Non-Collusion and Non-Interest of Toho Employees
B	E-Verify Use and Registration Certification
C	Drug Free Workplace
D	No Bid Response Form
E	Human Trafficking Affidavit
F	References
G	Sample Agreement

Exhibits

1	TOHO Water Supply Wells Data Sheet

SECTION 1
GENERAL TERMS AND CONDITIONS
*****PLEASE READ CAREFULLY*****

Tohopekaliga Water Authority (“**Toho**”), an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, hereby issues this Invitation for Bids (“**IFB**”) from qualified firms to provide Maintenance and Repair Services for Water Supply Wells and Well Pumps.

CONDITIONS AND INSTRUCTIONS TO BIDDERS: These shall be binding on all Bidders. These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Toho") Procurement Services Division. Toho may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Requirements, Instructions, Proposal Pages, Addenda, and/or Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS:

If any Bidder has questions about the specifications or other solicitation documents in connection with this IFB, the prospective Bidder must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of the Bid. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or receipt of Bids.

1.2 USE OF TOHO FORM AND TERMS AND CONDITIONS:

Failure to submit a solicitation on the official Toho form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid. Toho reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid which has been modified. Toho shall not be responsible for any errors or omissions of the Bidder.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid. By signing the solicitation, the Bidder agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) (if applicable) and shall be deemed to be aware of the conditions under which the service shall be provided. Claims, as a result of failure to inspect the job site, shall not be considered by Toho.

1.3 EXCEPTIONS:

For purposed of Bid evaluation, Bidder must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid submitted unless such exceptions are listed in the Bid and referenced in the space provided on the Bidder form. If exceptions are not

stated or referenced as required, it will be assumed that the product or service fully complies with Toho's terms, conditions, and specifications.

By receiving a Bid, Toho does not necessarily accept any exceptions contained in the Bid. All exceptions submitted are subject to review and approval by Toho. If any Bid contains material exceptions that, in Toho sole opinion, make that Bid conditional in nature, Toho reserves the right to reject the Bid in its entirety or that part of the Bid which contains material exceptions.

1.4 NO BID RESPONSE:

Vendors electing not to submit a Bid in response to this solicitation should complete the attached "No Bid" Response form.

1.5 BIDS FIRM FOR ACCEPTANCE:

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in its Bid will be firm for acceptance by Toho for a period of ninety (90) days from the date of Bid opening unless otherwise stated in the solicitation.

1.6 LATE BID & MODIFICATION OF BID:

Vendors may only modify their Bid prior to the date and time specified for the bid opening. Facsimile or email modification of Bid shall not be accepted

1.7 WITHDRAWAL OF BID:

A Bidder may request withdrawal of a Bid under the following circumstances:

- a. Bid may be withdrawn on written requests from the Bidder received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of Bid after opening of such Bid, but prior to award shall be transmitted to ToHo's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc
- c. Bid shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder as a result of the breach or nonperformance of such contract or purchase order.

1.8 ERROR IN BID:

When an error is made in extending total prices, the unit bid price will govern. Bidders are cautioned to recheck their Bid for possible errors. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if their Bid is accepted.

1.9 PRICING:

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in its Bid will be firm for acceptance for a period of ninety (90) days from the date of Bid opening unless otherwise stated by Toho or Bidder.
- b. Prices should be stated in units of quantity as specified in the Bid form.

- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid prices shall be complete ready for Toho's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by Toho and the Bid is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING:

At the time fixed for the opening of responses to a Bid, all Bid or will be opened and the names of the Bidders and the amount shall be read aloud and made readily available to the public.

1.11 TIE BIDS:

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

1.12 TAX EXEMPTION:

Toho is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders. The Vendor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Vendor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

1.14 NO CONTACT POLICY:

No Bidder shall initiate or otherwise have contact related to the IFB with a Toho representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any Toho representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder from this procurement process.

1.15 LICENSES, PERMITS, AND FEES:

All Bids submitted shall have included a list of any business and professional licenses, permits, or fees required by Toho.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS:

Toho will use the following definitions in these CONDITIONS AND INSTRUCTIONS TO BIDDERS and in its general conditions, special conditions, technical requirements, instructions to Bidders, addenda, and any other document used in the bidding process:

- a. INVITATION FOR BID – (IFB) when Toho is requesting Bids from qualified Bidders.
- b. BID – a price and terms quote received in response to an IFB.
- c. BIDDER – person or firm submitting a Bid.
- d. RESPONSIVE BIDDER – a person or firm whose bid conforms in all material respects to the terms and conditions included in the IFB.
- e. RESPONSIBLE BIDDER – a person or firm who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
- f. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services.
- g. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

2.2 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

3.1 BRAND NAME OR EQUAL:

When the technical requirements call for a brand name, manufacturer, make, model, or Offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to Toho. In such cases, Toho will be receptive to any unit that would be considered by qualified Toho personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by Toho; the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's responsibility to provide adequate information in its Bid, to enable Toho to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected. Toho will be the sole judge in determining if the item Bid qualifies as an approved equal. **Requests for an alternate manufacturer to be considered an "approved equal" must be submitted by the deadline for questions as shown on the cover sheet.**

3.2 FORMAL SPECIFICATIONS:

When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

3.3 EQUIPMENT STANDARDS:

Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest-grade work, except as otherwise specifically stated in the Bid. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:

Whenever a Bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by ToHo as to the total amount that may or may not be purchased from any resulting contract. These quantities are for Bidder information only and will be used for tabulation and review of Bid.

PART IV - BIDDING AND AWARD PROCEDURES

4.1 AWARD OR REJECTION OF BIDS:

ToHo reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid is considered to be in ToHo's best interest. ToHo reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of ToHo. ToHo reserves the right to accept or reject any or all Bid and to waive minor irregularities or variations to specifications contained in Bid, and minor irregularities in the bidding process.

Bidders are hereby notified that Section 287.05701, Florida Statutes, requires that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

4.2 QUALIFICATIONS OF BIDDERS:

ToHo may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder shall furnish to ToHo all such information and data for this purpose as may be requested. ToHo reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. ToHo further reserves the right to reject any Bid if the evidence submitted by or investigations of such Bidder is not properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 USE OF OTHER GOVERNMENTAL CONTRACTS:

ToHo reserves the right to reject any part of all of any Bid received and utilize other available governmental contracts, if such action is in its best interest.

4.4 PUBLIC ENTITY CRIMES, CONVICTED VENDOR, DISCRIMINATORY VENDOR LISTS, SCRUTINIZED COMPANIES LIST AND ANTI-TRUST VIOLATORS:

Contractor hereby represents, warrants, and certifies that: neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders,

employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Subsection 287.134, Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity..

Contractor hereby represents, warrants, and certifies that: Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List", created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.

If the Contract Amount meets or exceeds \$1,000,000, then Contractor hereby additionally represents, warrants, and certifies that Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and Contractor is not engaged in business operations in Cuba or Syria.

In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel, Toho shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law.

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4.4 COUNTRIES OF FOREIGN CONCERN:

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

4.5 PUBLIC RECORDS:

Each Bidder, by submitting a Bid, acknowledges the agency's legal obligation in accordance with Chapter 119 of the Florida Statutes, to respond to all public records requests in a timely manner and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, unless the Bidder establishes its right to a public records exception. It is the responsibility of the Bidder alone to establish its right to any such exception. Under no circumstances will Toho be responsible or liable to a Bidder or any other party as a result of disclosing any such information or materials.

Each Bidder may clearly mark each page of the Bid that contains trade secrets or other confidential commercial or financial information which the Bidder believes should not be disclosed outside of the Authority. Disclosure of requested information will be determined in accordance with Florida laws, rules and regulations. Bidders are informed that Toho is subject to the Florida Public Records and Sunshine Laws.

Each Bidder, by submitting a bid acknowledges and agrees that if awarded a contract as a result of this Bid the following conditions will be made a part of the contract.

- a. Vendor must keep and maintain all public records required by the Authority in order to perform services under this Contract.
- b. Upon request from the Authority's custodian of public records, Vendor shall provide the Authority with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Vendor shall 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 if the Vendor does not transfer the records to the Authority.
- d. Upon completion of the contract, Vendor shall transfer, at no cost, to the Authority all public records in the possession of the Vendor or keep and maintain public records required by the Authority to perform the service under this contract. If the Vendor transfers all public records to the Authority upon completion of the

contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

Each BIDDER, by submitting a bid further understands that if awarded a contract, the following instructions will apply throughout the life of the contract.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

4.6 PROHIBITION OF INTEREST:

No member, officer, agent, or employee of ToHo, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by ToHo. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of ToHo or any officer or employee of ToHo or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including ToHo's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from ToHo's Bidder's or Offeror's list and prohibition from engaging in any business with ToHo.

4.7 E-VERIFICATION REQUIREMENT:

This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor and hereby acknowledges the responsibilities and obligations of both the Contractor and ToHo under Section 448.095(5), Florida Statutes, which includes without limitation the right of ToHo to unilaterally and immediately terminate this Contract for Contractor's failure to comply

with such provision of Florida Law and to thereafter impose upon Contractor any additional costs incurred by Toho as a result of such termination To ensure compliance with this provision, each Bidder must complete and submit the applicable form. Bidders are advised that evidence of their registration with the E-Verify system must be attached to their bid.

4.8 COMMON CARRIERS:

If Contractor meets the definition of “Common Carrier” under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Contract. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Contract for cause if Contractor is found to be in violation of this provision or its attestation.

4.9 SOVEREIGN IMMUNITY LIABILITY:

TOHO expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with section 768.28, Florida Statutes. Notwithstanding anything set forth in any paragraph, section, or article of the Contract Documents to the contrary, nothing in the Contract Documents shall in any manner be deemed as a waiver of sovereign immunity or limits of liability which may have been or may be adopted by the Florida Legislature. In no event shall the Vendor be entitled to recover from TOHO any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Contract or breach thereof. Without waiver of the foregoing limitation on TOHO’s liability, the cap on the amount and liability of TOHO 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 Contract shall inure to the benefit of any third party for the purpose of allowing any claim against TOHO which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

4.10 HUMAN TRAFFICKING:

Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment E to Toho.

PART V - INSURANCE

5.1 INSURANCE:

If the Vendor is required to go on Toho property to perform work or services as a result of an IFB award, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by ToHo or specified in the Special Conditions. The Vendor shall provide to Toho original certificates and coverage and receive notification of approval of those certificates by Toho’s Risk Manager prior to engaging in any activities under this contract. The Vendor’s insurance is subject to the approval of

ToHo's Risk Manager. The certificates must list Toho as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of ToHo's Risk Manager if circumstances change or adequate protection of ToHo is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:

Any reports, information, intellectual property, data, drawings, specifications estimate and summaries given to or prepared or assembled by the Vendor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Vendor without prior written approval of Toho. All of these items shall become the property of Toho upon payment of fees as required by the contract.

6.2 OBLIGATIONS OF TOHO AND VENDOR:

Toho shall furnish to the Vendor all available information as listed in the solicitation that may be useful for the service (if applicable). Toho shall assist the Vendor in obtaining access to enter upon public and private property as required to perform the service. Toho shall designate a representative who shall serve as the principal contact and give direction to the Vendor throughout the duration of the contract. Vendor: The Vendor represents that he has, or shall secure at his expense, all personnel, including sub Vendors required to perform and complete the service.

6.3 PAYMENT TERMS:

Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

6.4 SAFETY STANDARDS:

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

6.5 OTHER GOVERNMENTAL ENTITIES:

If the Bidder is awarded a contract as a result of this IFB, they will, if it has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the IFB, and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

6.6 VERBAL INSTRUCTIONS PROCEDURE:

No negotiations, decisions, or actions shall be initiated or executed by the Vendor as a result of any discussions with any Toho employee. Only those communications which are in writing from an authorized Toho representative may be considered. Only written communications from Vendors, which are assigned by a person designated as authorized

to bind the Vendor, will be recognized by Toho as duly authorized expressions on behalf of Vendors.

6.7 INDEPENDENT CONTRACTOR:

The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of Toho. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

6.8 INDEMNITY/HOLD HARMLESS AGREEMENT:

The Vendor agrees to protect, defend, indemnify, and hold harmless Toho and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Vendor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

6.9 TERMINATION FOR CAUSE:

If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor shall violate any of the provisions of this Agreement, Toho may upon written notice to the Vendor terminate the right of the Vendor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Vendor liable for any damages caused to ToHo by reason of such default and termination. In the event of such termination, any completed services performed by the Vendor under this Agreement shall at the option of ToHo become Toho's property and the Vendor shall be entitled to receive equitable compensation for any work completed to the satisfaction of Toho, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Vendor, however, shall not be relieved of liability to Toho for damages sustained by Toho by reason of any breach of the Agreement by the Vendor and Toho may withhold any payments to the Vendor for the purpose of setoff until such time as the amount of damages due to ToHo from the Vendor can be determined.

6.10 TERMINATION FOR CONVENIENCE:

Toho reserves the right, in its best interest as determined by Toho, to cancel the contract by giving written notice to the Vendor thirty (30) days prior to the effective date of such cancellation.

6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of Toho for payment to a Vendor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.12 RECORDS/AUDIT:

The Vendor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of ToHo's Auditors. The Vendor agrees to make available to ToHo's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

6.13 LAWS/ORDINANCES:

The Vendor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of Toho that would apply to this contract.

6.14 NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.15 ELIGIBILITY:

If applicable, the Vendor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with Toho.

6.16 COPYRIGHTS OR PATENT RIGHTS:

The Bidder certifies by submission of their Bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid. The successful Bidder shall, at its own expense defend any and all actions or suits charging such infringement and will save ToHo, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

6.17 INVOICES:

Invoices for items ordered, delivered and accepted shall be submitted by the Vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB number and or purchase order number.

6.18 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Toho after due oral and written notice, may procure them from other sources and hold the Vendor responsible for any resulting additional purchase(s) and administrative costs.

6.19 DELIVERY:

In the appropriate space, the Bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as

possible." As time will be of the essence for any orders placed as a result of this bid, Toho reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:

Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Vendor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Vendor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Vendor to insure compliance with these instructions for items that are drop shipped.

7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:

The Vendor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by Toho and the material or supplies are accepted by Toho. The Vendor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by Toho. Rejected materials or supplies must be removed by and at the expense of the Vendor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Vendor within ten (10) days after date of notification, Toho may return the rejected materials or supplies to the Vendor at the Vendor's risk and expense or dispose of them as Toho's own property.

7.3 TESTING AND INSPECTION:

Toho reserves the right to conduct any test/inspection it may deem advisable to assure that the supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery to the destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, Toho will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on Toho for such materials or supplies not in accordance with the specifications.

7.4 COMPLIANCE:

Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid. The decision of Toho as to reasonable compliance with delivery terms shall be final. Burden of proof of

delay in receipt of goods by the purchaser shall rest with the Vendor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Vendor be delayed by Toho, there shall be added to the time of completion, a time equal to the period of such delay caused by Toho. However, the Vendor shall not be entitled to claim damages of extra compensation for such delay or suspension.

7.5 POINT OF DESTINATION:

All materials shipped to Toho must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

7.6 REPLACEMENT:

Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Vendor at no cost to Toho.

7.7 PACKAGING SLIPS OR DELIVERY TICKETS:

All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

- a. purchase order number/contract number
- b. name of article and stock number
- c. quantity ordered
- d. quantity shipped
- e. quantity back ordered
- f. the name of the Vendor

NOTE: Vendors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

7.8 SAMPLES:

Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. Toho reserves the right to request that such samples be furnished at the time of bid opening. Toho also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to Toho and if not used in testing or destroyed, will, upon request, be returned at the Bidder's expense.

PART VIII - BIDDER/VENDOR REMEDIES

8.1 PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:

Any protest must be made within three (3) days following posting of the bid award. Protest procedures are available from Toho Procurement Services Department. Notice of decision or intended decision concerning a Bid or award will be given by posting the Bid tabulation or recommended award at the location where the Bids were opened. The Bidder must exhaust this administrative proceeding before bringing suit. Failure to file a

protest within the time prescribed herein and to exhaust the remedy provided by Toho for such bid protests shall constitute a waiver of the right to bring suit.

8.2 DISPUTES:

In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of Toho's Procurement Agent shall be final and binding on both parties.

8.3 NO CONSEQUENTIAL DAMAGES:

Consequential damages shall not be available to a Vendor for breach of contract by Toho.

8.4 NO DAMAGES REMEDY TO BIDDER:

A Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid but shall be limited to the administrative remedies provided by Toho and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions. Venue shall in all cases be in Osceola County, Florida.

8.5 PERSONAL PRONOUNS AND TERMINOLOGY.

Personal pronouns are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2

2.1 PURPOSE:

The Toho Water Authority is soliciting sealed competitive bids from qualified and licensed Bidders for Maintenance and Repair Services for Water Wells and Well Pumps in accordance with the Scope of Services and any applicable Technical Requirements.

2.2 PARTIES DEFINED:

- A. The term "Toho" used in the bid documents refers to Toho Water Authority.
- B. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible vendor to whom Toho makes an award.
- C. The term "Solicitation" refers to this solicitation, including all amendments.
- D. The term "Addenda" or "Addendum" refers to any amendment(s) to the original Solicitation, which shall be included and incorporated as a material part of the Solicitation.

2.3 PRICING:

Unit bid prices of listed items will be held firm for the term of the contract. Contract prices for all products and services purchased resulting from this competitive bid process shall remain firm for the first year of the contract term. Prices for subsequent optional renewal terms shall be subject to adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All-Urban Consumers Price Index (CPI-U) (All Items), and Producer Price Index (PPI, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI or PPI shall be the latest index published and available one hundred twenty (120) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Authority at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term. In the event the CPI or PPI or industry costs decline, the Authority shall have the right to receive from the Vendor a reasonable reduction in prices that reflect the cost change in the CPI or PPI or industry. The Authority has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the Authority to be excessive or insufficient. In the event the Authority does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Authority, the contract can be terminated for convenience.

2.4 NON-MANDATORY PRE-BID MEETING & SITE VISIT:

Site Visit Tuesday 17, Wednesday 18, and Thursday 19, December 2024. Between 9:00AM and 3:00PM

2.5 CLARIFICATION OF REQUIREMENTS:

The deadline for submitting questions regarding clarification or interpretation of this solicitation is shown on the cover sheet. Requests will be addressed to

<https://tohowater.bonfirehub.com/portal> in the Toho Water Authority's e-procurement portal. **Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services Department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on www.tohowater@gobonfire.com

2.6 EXAMINATION OF BID DOCUMENTS:

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify Toho of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.7 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID:

- A. The deadline for submitting bids is shown on the cover sheet. **No physical or hard copy bids will be considered or accepted at this time. No exceptions will be made.**
- B. Bids will be available for inspection upon request within 30 days of the closing date. (Florida Statute 119.071(1) (b)).
- C. A copy of the bid tabulation will be available on Bonfire at www.tohowater@gobonfire.com within thirty (30) days after bid opening.

2.8 SIGNATURES:

The Bidder will sign the bid in the proper section with a manual signature of an authorized representative and will enter his title and date of the bid. Failure to properly sign the bid will invalidate the bid and it will not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.9 IRREVOCABLE OFFER:

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn will, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell Toho the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by Toho.

2.10 RESERVED RIGHTS:

Toho reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, Toho reserves the right to accept all or any

part of the bid and to increase or decrease quantities to meet additional or reduced requirements of Toho. Any sole response received by the first submission date may or may not be rejected by Toho depending on available competition and timely needs of Toho. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder will submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder will have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, Toho reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but will not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.11 CODE OF ETHICS:

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Toho per Toho's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and will be further disqualified from submitting any future bids for goods or services for Toho.

2.12 SHAM OR COLLUSIVE BIDS:

The bids of any bidder or bidders who engage in collusive bidding will be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties will be considered a collusive bidder. The Awarded Bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), supplemented in the United States Department of Labor Regulations DOL 29 CFR, Part 3 (<https://www.ecfr.gov/current/title-29/subtitle-A/part-3>).

2.13 METHOD OF AWARD:

Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the IFB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the Authority. Bidder acknowledges and agrees that this Contract and the award of any work hereunder is non-exclusive, and the Authority may, at its sole and absolute discretion, award similar services or work to other firms under contract with the Authority (either as a co-primary Vendor, or as secondary or tertiary Vendors). Award will be made within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted. Toho reserves the right to make an award in whole or in part at its discretion.

2.14 RE-AWARD:

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. Toho will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. Toho reserves the right to re-bid.

2.15 NOTICE OF AWARD:

Notice of award will also be posted on Bonfire at www.tohowater@gobonfire.com.

2.16 CONTRACT TERM/OPTION TO RENEW:

The term of the Agreement resulting from this IFB shall be for an initial term of one (1) year. The Authority will have the option to extend for two (2) one-year renewal terms on a year-by-year basis at the Authority's sole discretion. The successful Vendor shall maintain the same cost, terms, and conditions.

2.17 BID FORM:

No bid will be considered unless it is submitted upon the Bid Form supplied for this IFB. The blank spaces in the Bid Form will be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein, as well as any addenda to this solicitation.

2.18 ADDENDA TO THE SOLICITATION:

- A. ToHo reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on Bonfire at www.tohowater@gobonfire.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of bids does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of Toho.

- B. It will be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda will neither constitute grounds for withdrawal of its bid nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its bid.

2.19 RECEIPT OF ADDENDA:

Receipt of any addenda issued will be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.20 BID PRICES:

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices will govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words will govern. In case of error in the Bidder's extended summation, the computed total of Toho will govern. The total amount of the summation of Bid extension will be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, Toho reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of Toho.

2.21 PURCHASE ORDER:

A Purchase Order is the basis of the agreement with this solicitation.

2.22 DISCLOSURE OF BID CONTENT:

All material submitted becomes the property of Toho and may be returned only at Toho's option. Toho has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

Toho is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by Toho as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials, and each pertinent page must be clearly labeled "confidential" or "trade secret." Toho will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, Toho will execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.23 ASSIGNMENT:

The successful Bidder will not be permitted to assign its contract with Toho, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from Toho.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES

- A. **GENERAL SCOPE OF SERVICES** The Toho Water Authority (Toho) is soliciting sealed competitive bids from one (1) or more qualified and properly licensed Contractors to provide Maintenance and Repair Services for Water Wells and Well Pumps for the Toho Water Authority on an as-needed basis.
- The successful bidder(s) shall furnish all labor, tools, equipment, transportation, utilities and materials necessary to provide Maintenance and Repair Services for Water Wells and Well Pumps at multiple Authority facilities.
 - These services shall include, but not be limited to small to medium repairs, replacements, and/or renovations.
 - Projects may include the installation or alteration of well and/or pump devices. The contractor will be responsible for device configuration and setup; startup and proof testing; troubleshooting, repair or replacement; and documenting final installation with records drawing markups. Specific jobs are not outlined or described herein.
 - The location and number of the water supply wells are described on the attached Exhibit 1, Well Data Sheet.
 - The Contractor shall visit each site and be familiar with any site conditions that may influence specific job functions.
 - The Contractor shall be responsible for restoring any fencing, paving, grass, etc., that was removed or damaged by Contractor's repair operations.
- B. Projects by their nature may require the successful bidder(s) to subcontract small portions of work to other competent trades personnel. The successful bidder(s) will be responsible for all such subcontractors and all provisions of this solicitation shall be fully adhered to and enforceable on the subcontractors.
- C. This specification establishes the minimum requirements for Maintenance and Repair Services to Water Wells and Well Pumps listed and described in the body of these specifications. The Contractor shall perform all work necessary to complete each Task Authorization as assigned.

3.1 TECHNICAL REQUIREMENTS:

A. PRE-PERFORMANCE TESTING

The Contractor shall perform and complete specified tests on each of the TOHO's potable water supply wells on a yearly basis or as required by the Authority. Yearly testing shall consist of standard tests on each well to determine the current operating condition. The Contractor shall provide all necessary labor, equipment, and materials required to perform the specified tests. The Contractor shall assume all wells are operational and can be retrofitted to perform the following tests:

1. Vibration Tests: The Contractor shall complete vibration testing on each pump. The vibration tests shall be completed with the well operating at the rated capacity, at 50% of the

rated capacity, and at 75% of the rated capacity. The test results shall be recorded and a copy of the chart included in the report. The resulting amplitude shall be noted and compared to manufacturer's tolerances for vibration amplitude.

2. Pumping Tests: The Contractor shall measure and record the following information by completing, at a minimum, a 4-hour pump test on the well.
 - a. Static Water Level – to be measured with the well have been off for 12 hours.
 - b. Shutoff Head – Operate the well at zero discharge.
 - c. Operate well at constant rated capacity of well and pump to discharge.
 - d. Record drawdown readings at 10 minutes, 30 minutes, 1 hour, 2 hours, 3 hours, and 4 hours. Recovery measurements shall also be recorded for 3 hours.
 - e. Record all nameplate data off the new pump, if applicable.

The Contractor shall be responsible for the handling and off-site disposal of the pump-to-waste water. The Contractor shall also furnish a bound report upon the completion of testing of all TOHO water supply wells. Field reports shall be typed and signed by the technician completing the tests. Each well shall be tabbed and separated in the bound report.

B. WELL PUMP INSPECTION

As required by TOHO, the Contractor shall pull the selected well pump for inspection. The work includes furnishing all labor and equipment for pulling the pump, disassembly as required for detailed inspection, cleaning pump, removing oil from well, written report of findings, reassembly, resetting the pump, and restoring the well back into operation shall be completed within three (3) weeks following receipt of the purchase order provided no repairs are made to the pump, column, and assembly.

C. REPAIRS AND MAINTENANCE

When the pump and/or motor has been pulled, disassembled, and inspected, the Contractor shall make a determination of the requirement or recommendation for replacement parts to restore the well to its original capacity and insure operational longevity. In addition to the contractor's equipment, if rental equipment is required, cost shall not exceed cost + 10% mark-up.

If the cost of repairs that are in excess of \$5,000 is equal to or exceeds 65% of the cost of new, replacement equipment, the cost of the new equipment shall be included with the project repair quote. Three competitive quotes are to be obtained and the equipment purchased from the lowest bidder. The contractor shall provide proof of competitive bidding for any proposed new equipment. The Authority will then determine if it is in the best interest of the Authority to purchase the new equipment or approve the repairs needed.

Additional associated work may be required in the process of the repair and/or maintenance of the well pump and/or motor. This shall include concrete and/or grout work, welding, and repair or replacement of any interconnected appurtenance, to include:

- Pipe spools
- Flexible Couplings
- Solenoid valves
- Check Valves
- ARVs
- Sample ports
- Pressure gauges
- Gate valves
- Flush ports
- Concrete pedestals
- Well slabs
- Pipe support pedestals

D. WELL ABANDONMENT AND DEMOLITION

The Contractor shall abandon wells as required by regulatory agencies when requested by the Authority's representative. Well abandonment is accomplished by filling the well holes with clay pellets that congeal once wet, followed by grout to fill and seal the casing so that no water or dirt can penetrate the well hole. See Exhibit 2 for well details.

The Contractor shall demolish well pumping equipment and appurtenances when requested by the Authority. If rental equipment is required for this work, cost shall not exceed cost + 10% mark-up. The Contractor shall obtain any required permits. The Contractor shall also successfully complete required inspections for completion of this work and haul away the debris.

E. DISINFECTION OF THE WELL

In accordance with DEP standards, the well is to be cleaned and flushed of all debris and oil prior to pump reinstallation. In addition, the pump, column pipe, oil tubing, airline, etc., shall be cleaned prior to assembly and reinstallation in the well. After resetting pump, column, etc., the entire well shall be chlorinated with a solution of such volume and strength that a concentration of 50 ppm free chlorine residual is obtained throughout the entire well and the solution shall remain in the well for a period of 24 hours. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall notify TOHO so that TOHO can begin sampling the well in accordance with DEP requirements.

During the sampling period, if the bacteriological tests fail in accordance with DEP guidelines, the Contractor shall return to the site for re-chlorination of the well. The re-chlorination procedure shall consist of a chlorine solution that will produce a concentration of 100 ppm free chlorine residual throughout the entire well. The solution shall remain in the well for 24 hours, and the Contractor shall surge the well every four (4) hours to make sure all components of the well pump, etc., have been properly chlorinated. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall again notify TOHO so that TOHO can begin sampling the well in

accordance with DEP requirements. This will conclude the Contractor's obligation regarding the pay item of well disinfection. Any additional disinfection or restoration procedures will be paid for at the hourly rate quoted in the bid, plus materials.

F. POST-PERFORMANCE TESTING

After being restored to operation and cleared for use by FDEP, the well shall be tested in accordance with the requirements of Section 3.2, Paragraph A, Pre-Performance Testing. If tests indicate the well has not been restored to its normal rated capacity, the Contractor shall advise TOHO in writing. TOHO will evaluate the report and determine if the contract has been adhered to and report same to the Contractor. If the repair work was considered to be the problem, or if excessive vibration exists, the Contractor will be required to complete corrective work at no additional cost to TOHO. Upon completion of the corrective work and satisfactory post-performance testing, the Contractor shall submit a copy of the final testing report to TOHO.

G. CASING INSPECTION AND CLEANING

When ordered by TOHO, the Contractor shall provide all labor, materials, and equipment to properly clean and video the well casing and borehole and/or screens. Prior to the well video, the Contractor shall clean the well casing with tools and chemical agents to remove encrustation from the well casing. After removing encrustation from the casing, the well shall be pumped clean of all loose debris. This procedure shall be followed by the installation of a pump into the well so that the video is recorded with the well being pumped. The video equipment shall include a mirror and lighting head allowing 360 degrees sideways viewing. Tilt control, zoom lenses, and tilt angle is also preferred so that the well casing can be closely inspected for failures at weld seams or punctures in the casing. A copy of the completed video shall be provided to TOHO.

3.3 NEW REPLACEMENT MATERIALS

1. PUMP HEAD

The pump head shall be of extra heavy-duty construction throughout and of sufficient size to properly support the column, bowl, and driver. It shall be of cast iron construction, fitted with a flanged outlet connection and equipped with an extra heavy separate, machines, cast iron baseplate. The head shall also be equipped with a one-half (1/2) gallon automatic solenoid lubricator and heavy combination stuffing box and oil tubing tension casting which shall make up with a resulting butt joint to the shaft protecting tubing to insure proper tension on the line shaft tubing at all times. The entire stuffing box assembly shall be locked so that the tension cannot be reduced by any vibration.

2. DISCHARGE COLUMN

The discharge column shall be of the diameter as indicated on the Well Data Sheets and in standard 10 foot lengths with either screw coupled or flanged connections and shall contain a supporting spider for the oil tubing at each point 10 feet apart. The screw coupling shall be a heavy cast iron combination coupling and spider and shall be integrally cast in one piece. The flanged connection shall

be a heavy cast iron flange, threaded, bored, and faced for accurate alignment and centering of the heavy cast bronze alignment and centering of the heavy cast bronze alignment spider. The line shaft shall be made from high carbon steel, turned, ground, and polished. The line shaft shall match the existing line shaft as shown on the Well Data Sheets and shall be run in bronze bearings spaced not over five (5) feet apart. The shaft protective tubing shall be constructed of heavy tubing, and the ends shall be machined to ensure a water tight joint when bathed together. The discharge column shaft shall be oil lubricated and sufficient column shall be furnished to provide a minimum submergence of thirty (30) feet below the pumping level. The Contractor shall note that several wells may be water lubricated.

The column pipe and shaft tubing shall be coated with an epoxy coating, inside and outside, to protect the pipe from excessive corrosion. The pipe shall be properly cleaned by sandblasting to near white metal prior to applying the protective coating. The epoxy coating shall be applied at a thickness of 10 mils (dry) and be equal to or better than Resi-Weld 72-20 epoxy coating. The Contractor shall submit data on the type of coating and dry film thickness prior to installation of column pipe and shaft tubing.

3. PUMP BOWL

The pump bowl outer shell shall be made of cast iron. The impeller, wear rings, and bushings shall be made of low-zinc bronze, and the pump bowl shall be designed to operate in accordance with the pumping conditions as specified. The impeller shaft shall be stainless steel and of sufficient size to carry the full load of the impellers. Each stage shall be fitted with a removable wear ring, and the impellers shall be of the fully-enclosed type, non-overloading, and so designed that the motor will not be overloaded, nor the pump break suction in the event the above-ground head is removed.

4. AIR TUBING

New air tubing shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl. The air tubing shall be 3/8" red brass pipeline and secured to the pump column for stability.

5. STILLING WELL

A SCHD 80 perforated 1" PVC pipe shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl and secured to pump column for stability. Entry point from the well-head will be configured in such a way as to allow removal/replacement of submersible transducer.

3.4 PROCEDURES

A. AUTHORIZATION

Services to be furnished under contract shall be ordered by the authorized TOHO official or his/her designee. The Contractor is required to mobilize and arrive on site within four (4) hours of notification to remove nonfunctioning equipment and install available replacement equipment to restore well to service as soon as

possible. The Contractor cannot charge time for equipment that is idle on site. Charges for equipment must be accompanied by a crew.

B. NOTIFICATION

The Contractor shall notify the authorized TOHO representative a minimum of three (3) working days in advance of the date and time of the annual performance testing on each well. Failure to provide the required notification may be grounds to rejection or any subsequent report of testing for that well and may require retesting by the Contractor at no additional cost to TOHO. TOHO reserves the right to pre-determine an order of the wells to be tested so that the system operation is not adversely impacted.

C. REPORTING

The report of tests on each well shall include all items specified. The report shall be structured in three (3) divisions:

1. Date and time of testing, personnel involved, and conditions encountered;
2. Test results for each item;
3. Contractor's recommendations for further inspection, maintenance and repair, and/or chemical restoration necessary to restore the well to original operating capacity.

Reports for each well shall be submitted within fifteen (15) working days from the completion of testing for that well. An interim report of the results of static level and draw-down tests only shall be submitted to TOHO within five (5) working days from the completion of each test.

D. EQUIPMENT AND PUMP PULLING

Equipment used for pulling the well pumps shall be specifically designed for this work. Adequate precautions shall be taken to prevent damage to the pump, column, shaft, oil tubing, air line, suction pipe, etc., during removal, disassembly, and resetting. The Contractor shall provide wood blocks to store all removed equipment to limit exposure to soil contamination. Damage to TOHO property that is the fault of the Contractor shall be repaired or replaced, if necessary, at no cost to TOHO.

E. MATERIALS COMPATIBILITY

All new parts shall be in accordance with Specifications unless compatibility requires parts replacement to match original parts.

F. DOWN-TIME

Down-time for wells shall be limited to a maximum of three (3) weeks, except by prior approval of TOHO where procurement time for approved renewal parts, which are not stock items, require time extension or where circumstances beyond the control of the Contractor requires a time extension. Down-time exceeding three (3) weeks, approved by TOHO for reasons beyond the Contractor's control, may require reassembly and resetting the pump and restoring the well to operation until such time that all replacement

parts are on hand or TOHO may consider a substitute well pump for temporary use. When all replacement parts are on hand, the pump shall be re-pulled and maintenance completed as specified at no additional cost to TOHO. To facilitate timely service, the Contractor shall have ample standard replacement parts on hand or immediately available.

3.5 QUOTES

A. Quotes for repairs, installation, and/or maintenance:

1. The Authority will request a written quote from the Contractor for each project. The quote shall be based on the Contractor and the Authority's assessment of necessary repairs. **The Contractor's quote shall be based on hourly prices submitted in their bid and materials cost plus markup percentage submitted in bid, and shall be provided within three (3) business days following evaluation of equipment.** If the Authority agrees with the quote, a purchase order will be issued to the Contractor. The Contractor shall then commence work and proceed in accordance with the approved schedule. Payment for each project shall be based on actual quantities used and hourly prices from the bid, as approved by the Authority.
2. The approved quote amount on any individual work order shall be the maximum compensation payable to the Contractor for that work order. The work order price may only be changed for altered quantities authorized by the Authority. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the Authority in writing within three (3) business days of the occurrence of the event giving rise to the claim.

B. If the cost of repairs that are in excess of \$5,000 equals or exceeds 65% of the cost of a new pump, the cost of a new pump shall be included with the project quote. The Authority will then determine if it is in the best interest of the Authority to purchase a new pump or approve the repairs needed.

C. If the Authority decides to purchase a new pump, the old pump will be returned to the Authority for salvaging of useable parts.

3.6 CONTRACTOR'S EQUIPMENT

A detailed list of the Contractor's equipment, including model and year, shall be submitted with the Contractor's bid. Examples of list include any vehicles, trucks/cranes, video equipment, and other essential equipment necessary to complete repairs. The Authority reserves the right to independently check equipment. The Contractor's equipment shall be maintained as to minimize the amount of down time.

3.7 HOURLY RATES

A. Business Hours – The Contractor shall provide a fixed hourly rate for work done during regular business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding Authority holidays.

B. After Hours/Emergency Services: The Contractor shall provide a fixed hourly rate for work done outside of the regular Business Hours above (evenings, weekends, holidays, and emergencies). The Contractor shall have the ability to receive emergency notifications twenty-four (24) hours per day, seven (7) days per week. The Authority reserves the following holiday schedule:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas

The Contractor shall provide the name of the contact person and phone number for emergency contact in the space provided on the bid form. Once the Authority issues a call for emergency service, the Contractor must be able to reach the site of the emergency within **four (4) hours**, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency services and after-hours services must be authorized by an Authority representative. **The Authority shall accept no proposal with a minimum charge stipulation.**

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly but is overhead and all costs shall be included in the fixed hourly rates.

3.8 PUBLIC EMERGENCIES

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Toho Water Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens within the Authority's service area are protected from any emergency situation that threatens public health and safety as determined by the Authority. The Bidder agrees to rent/sell/lease all goods and services to the Authority or governmental entities on a "First Priority" basis. The Authority expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the Authority with products and/or services not under the awarded Agreement, the Authority expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

3.9 CONTRACTOR POINT OF CONTACT

The Contractor shall provide the Authority with a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements stated in this Contract.

3.10 REPAIRED EQUIPMENT WARRANTY

The Contractor shall fully warrant all NEW equipment furnished hereunder against defect in materials and workmanship for a period of five (5) years from the date of repair OR 10,000 hours after delivery and acceptance by the Authority. The warranty must include seals, sensors, bearings, and rewinds of the repaired equipment. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the Authority, immediately upon written notice from the Authority.

The Contractor shall fully warrant all parts for a period of one (1) year from delivery and acceptance in accordance with manufacturer's warranty

The Contractor shall fully warrant all repairs against defects in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All warranty provisions of the Uniform Commercial Code (UCC) shall additionally apply.

3.11 EQUIPMENT REQUIREMENTS

A. Unavoidable Degradation: During the course of repair, if any damage is found which cannot be fully repaired, the Authority's approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, the Authority's approval is required before proceeding.

B. Operating Environment: If the pump operates in severe environmental conditions, it will be indicated on the accompanying Quote. No repair methods or materials may be used which make the equipment more vulnerable to these conditions than it was as originally built.

3.12 DOCUMENTATION

The Contractor will keep a copy of the Quote and Final Invoice in their file for a particular job for up to three (3) years from date of delivery.

3.13 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.14 LICENSES

Bidder to submit with bid copies of all required license(s), including an Osceola County Local Business Tax Receipt (formerly known as an Occupational License). All licenses

shall have the current name and address of bidder and be current/valid at the time of bid opening and shall be maintained throughout the contract term, including extension(s), if applicable. The awarded Contractor shall comply with all Federal, State, and Local rules, regulations, and licensing requirements. Bidder may also submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

Note: A copy of the applicable license(s) shall be included with your bid submittal. Failure to do so may result in a rejection of your bid submittal.

3.15 MANUALS

An operation and maintenance manual shall be delivered with each piece of new equipment and be available on CD and/or online. The cost of the manual shall be included in the unit price.

3.16 STAFFING AND SAFETY REQUIREMENTS

At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years. Technicians shall be in the Contractor's employment at the time of the Contractor submitting their bid.

3.17 REGULATIONS

The successful bidder(s) shall conform to all federal, state and municipal regulations during the performance of the awarded Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the successful bidder(s). Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the Authority facilities. Continued violations by the successful bidder(s) shall constitute cause for immediate termination of the awarded Agreement.

3.18 ACCESS TO AUTHORITY FACILITIES

The Authority's designated representative will determine how the successful bidder(s) will receive access to the facility. When accessing Authority facilities, the successful bidder(s) shall comply with any and all instructions and requirements given by the Authority's designated representative. No additional fees will be allowed for contractor training or OSHA certificates for site access.

3.19 QUALIFICATIONS OF EMPLOYEES

The personnel employed by the successful bidder(s) shall be capable employees, age 18 years or above, qualified in this type of work. All employees assigned by the successful bidder(s) to the performance of work under this Agreement shall be physically able to do their assigned work. It shall be the successful bidder(s) responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work requested in the specific trade. Employees shall be certified and have applicable licenses for the required work to be performed.

3.20 HOURS OF WORK

Normal business hours are between the hours of 7:30 AM and 5:00 PM Monday through Friday. No work may be performed on Authority holidays or after normal business hours without prior authorization by the Authority.

3.21 AVAILABILITY

The successful bidder(s) supervisor or alternate shall be available during normal business hours within eight (8) hours of request to meet Authority personnel, to discuss problem areas for current ongoing work and available within two (2) hours of request for emergencies involving ongoing work as deemed by the designated Authority representative. Labor, travel, mileage and trip fees, will not be considered or billable for meetings involving problems with ongoing work.

The successful bidder(s) time for all employees and sub-contractor employees shall start on the job site. Any travel time expenses shall be borne by the successful bidder(s) and will not be reimbursed by the Authority.

3.22 BILLING

The Authority will only pay for time and material actually used on each job. All work by the successful bidder(s) will be verified by the Authority for billing accuracy.

3.23 MATERIALS

Materials shall be furnished by the successful bidder(s) as requested by the Authority; however, the Authority reserves the right to furnish materials to the successful bidder(s). Materials provided by the successful bidder(s) shall be billed to the Authority based on the actual prices paid by the successful bidder(s) for materials plus the percentage mark-up. Copies of invoices for material received by the successful bidder(s) shall be submitted with each invoice.

3.24 MATERIAL APPROVAL

All materials and supplies provided by the successful bidder(s) must be approved in writing by the designated Authority representative prior to being used. The successful bidder(s) shall submit a product list indicating brand name, model number, description and quantity within five (5) business days prior to commencement of work or included with any written quotes submitted.

3.25 NEW EQUIPMENT

The successful bidder(s) warrants to the Authority that all materials and equipment furnished under this bid will be new unless otherwise specified and that all work will be a good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Authority, the successful bidder(s) shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.26 KEYS

If keys are provided and lost, the successful bidder(s) shall be responsible for the cost of replacement keys at a re-key charge of \$150.00 each.

3.27 METHOD OF OPERATION

The successful bidder(s) shall not commence any work until properly authorized by the Authority, in writing, to do so. After the initial notification, the successful bidder(s) shall provide service in accordance with the specification herein.

3.28 TESTING AND QUALITY CONTROL

The successful bidder(s) shall maintain the highest industry quality when performing work. Work shall be performed in a neat and workmanlike manner. It is expected that the qualified trades' personnel of the successful bidder(s) are familiar with, knowledgeable and understand the codes and prevailing industry standards and will provide all materials and install systems in accordance with these requirements. Conduits shall be plumb and square with building structures, cables shall be properly supported, all work shall comply with applicable codes and industry standards. Installed systems and devices shall be configured and tested. Wires and cables shall be megger tested by the successful bidder(s) after installation and written results provided to the Authority. Megger testing shall be witnessed by the Authority, its representative or may be waived by the Authority. Upon completion of the work, the installed systems shall be demonstrated to the Authority as fully operational.

3.29 TIMELINESS OF ACCOMPLISHING WORK

The successful bidder(s) acknowledges that time is of the essence to complete the work as specified in each and every work request. The successful bidder(s) agrees that all work shall be pursued regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

3.30 CLEAN-UP

The successful bidder(s) shall be responsible for the removal, hauling and legal disposal of all debris generated as a result of performing the services under this Agreement on a daily basis; including up to, but not be limited to all existing equipment removed, all packaging materials, crating, cardboard, protective packaging, liners, plastic, etc. Any dumpsters located within the Authority facilities shall not be used by the successful bidder(s) or without prior written authorization by the designated Authority representative. The successful bidder(s) shall broom clean hard surfaces and vacuum clean carpet surfaces in the work area of the premises at the end of each day upon completion of services being provided as a result of this Agreement.

3.31 PUNCH LIST

The appropriate Authority representative and the successful bidder(s) shall perform an inspection of all work accomplished by the successful bidder(s). In the event any deficiencies are identified, a punch list shall be created to outline all deficiencies discovered. After the punch list is issued to the successful bidder(s), the successful bidder(s) shall have one (1) week, or a time period designated by the Authority representative, to correct all items listed on the punch list. In the event an item must be replaced, an expected delivery date for said item shall be given to the Authority. Similarly, in the event an area must be redone, an expected completion date for said item

shall be given to the Authority. Final acceptance and subsequent invoice processing shall not be done by the Authority until all items on the punch list have been completed and accepted by the Authority.

3.32 WARRANTY

The successful bidder(s) shall and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the Authority, within 24 hours after receipt of notification of such faulty labor or workmanship. If the successful bidder(s) fails within 24 hours to correct defects, the Authority shall be entitled to have such work remedied and the successful bidder(s) shall be fully liable for all costs and expenses reasonably incurred by the Authority. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective one (1) year after acceptance of the work by the Authority.

3.33 WORK INTERRUPTIONS/IMPEDIMENTS

When work by the Authority, its employees, by other contractors or weather conditions of a temporary nature, or unforeseen conditions, prevent the successful bidder(s) from completing tasks, additional time may be permitted by the Authority's authorized representative, to complete the work, no additional compensation will be allowed for the additional time.

3.34 PROTECTION OF PEOPLE & PROPERTY

All necessary precautions shall be exercised by the successful bidder(s) at all times for the protection of persons and property. The successful bidder(s) shall at all times, guard from damage or loss to property of the Authority or of other contractors and shall replace and/or repair any loss or damage unless such be caused by the Authority or other contractors. The Authority reserves the right to hire outside this Agreement to remediate damages caused by the successful bidder(s) at the sole expense of the successful bidder(s). The Authority may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder(s), its subcontractors, employees or agents.

3.35 EMERGENCY WORK REQUESTS

Emergency work request may be needed from time to time. The successful bidder(s) shall, within two (2) hours of notice, meet Authority personnel at the job site, review the scope of work and provide an estimate to complete work. Travel time, vehicle use, mileage, etc. incurred by the vendor in order to provide an emergency work request quote, will be borne by the successful bidder(s) and will not be reimbursed by the Authority.

Emergency Service Procedure

- 1) The Contractor shall provide emergency service as requested twenty-four (24) hours per day, seven (7) days per week to include all holidays.
- 2) The Contractor shall be required to arrive on the site of the emergency within two (2) hours after notification by Toho. Depending on the type of emergency and the location,

the Contractor may need to be onsite earlier. This need shall be communicated by Toho Representative if necessary.

3.36 REFERENCES

Each successful bidder(s) must submit with its Bid, three (3) references (see Attachment F – Experience of Bidder form). References shall be of similar scope of operations as the Authority to whom the successful bidder(s) has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the successful bidder(s) provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period.

END OF SECTION 3

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED:

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES:

This solicitation does not commit Toho to award a contract, nor will Toho be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this solicitation, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY:

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, Toho may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, nor joint venture of Toho. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of Toho.

4.6 CERTIFICATION:

The Vendor shall certify that all material components are in satisfactory working order prior to delivery or installation and for one year after acceptance.

4.7 INVOICE/PAYMENT:

Invoices for payment will be emailed to the Toho Water Authority at accountspayable@tohowater.com.

The Vendor will submit invoices upon acceptance by Toho. Invoices will include, but are not limited to, the following:

- Vendor's name
- Vendor's address and phone number
- Toho's Purchase Order Number and Contract Number

- Date of delivery
- Itemized description and pricing for the delivery of the item(s).

Toho will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to Toho.

4.8 CERTIFICATE OF INSURANCE:

Before performing any contracted service work, the Successful Bidder will procure and maintain, during the life of the contract unless otherwise specified, the insurance listed below. The policies of insurance will be primary and written on forms acceptable to Toho and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Toho's Procurement Services Department.

A. Worker's Compensation: The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

B. Comprehensive General Liability: The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.

C. Comprehensive Automobile Liability: The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

D. Umbrella Liability: The Successful bidder will provide an umbrella in excess to the coverage in Paragraphs B and C of not less than \$1,000,000.00.

Toho shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Vendor liability or to fulfill the indemnification provisions and requirements of this Contract. The Vendor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Toho is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing Toho's bid number, if any, and description of work, and copies of all endorsements are to be furnished to ToHo's Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by Toho's Procurement Services Department before the Vendor shall commence or continue to work.

4.9 FINAL INSPECTION:

At the time of delivery, the Vendor shall demonstrate to the authorized Toho representative that the equipment is fully operational and in compliance with the bid documents. Any deficiencies shall be promptly and permanently corrected by the Vendor at the Vendor's sole expense prior to final acceptance of the goods or services.

4.10 DELIVERY:

It shall be the responsibility of the Vendor to make all arrangements for delivery and unloading. The goods must be delivered to locations as shown on the Purchase Order.

4.11 RIGHT TO REQUIRE PERFORMANCE:

The failure of Toho, at any time, to require performance by the bidder of any provision thereof will in no way affect the right of Toho thereafter to enforce same, nor will waiver by Toho of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, Toho, after due written notice, may procure the service from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy will be in addition to any other remedies that Toho may have.

4.12 ESTIMATED QUANTITIES:

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the term of this contract. Toho does not guarantee a minimum total purchase. Furthermore, the requirements of Toho may exceed best estimates and the Vendor shall provide for such requirements to the extent they are reasonable.

END OF SECTION 4

SECTION 5

5.0 SUBMITTAL FORM REQUIREMENTS (submit in following order)

1. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may cause the bid to be considered non-responsive.**
2. **Pricing and the following Bid Form Attachments**
3. Affidavit of Non-Collusion and Non-Interest of Toho Employees (attachment A)
4. E-Verify Use and Registration Certification (attachment B)
5. Drug Free Workplace (Optional) (attachment C)
6. No Bid Response Form (attachment D)
7. Human Trafficking Affidavit (attachment E)
8. References (attachment F) List at least three (3) recent references where the proposed product or service has been used within the past 5 years on the Reference Form
9. If a Vendor must subcontract any portion of a contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contacted. Toho also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contract of similar nature or who is not in a position to perform properly this award. Toho reserves the right to inspect all facilities of any subcontractors in order to decide as to the foregoing.
10. For Services a copy of proper professional licenses/Certifications must be included.

END OF SECTION 5

**SECTION 6
 BID PRICING**

DATE: _____

Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	\$	\$
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble and reinstall pump, etc., back into well, including site restoration	EA	6	\$	\$
3	Disinfection of water supply well in accordance with Specifications	EA	12	\$	\$
4	Post-performance testing in accordance with specifications	EA	12	\$	\$
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	\$	\$
6	Business hourly charge for well pump handling rig & crew	HR	120	\$	\$
7	Business hourly charge for service truck and crew	HR	120	\$	\$
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	\$	\$
9	Business hourly geophysical logging truck & operator for water quality testing	HR	48	\$	\$
10	After Hours/Emergency hourly charge for well pump handling rig and crew	HR	24	\$	\$
11	After Hours/Emergency hourly charge for service truck and crew	HR	12	\$	\$
12	After Hours/Emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	\$	\$
13	Labor and materials for closure of 4" well	Lump Sum	1	\$	\$

14	Labor and materials for closure of 8" well	Lump Sum	1	\$	\$
	TOTAL BASE BID:				\$
15	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			%

These estimated hours in the quantities column are for evaluation purposes only and do not reflect actual work hours.

All prices quotes are good for a period of 90 days.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Emergency and Non- Emergency Contact Information:

Name: _____

Title: _____

Address:

 City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

We do not take exception to the Scope of Work

We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

Toho reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of Toho.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name _____

Address: _____

City: _____ State: _____

Zip: _____

Print Name _____ Title: _____

Telephone: _____ Fax: _____ Email: _____

Federal Tax ID #: _____

Authorized Signature _____ Date: _____

Print Name _____

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF TOHO EMPLOYEES

The undersigned hereby certifies that they are authorized to legally bind the Bidder of this Bid, that the only person(s) or party(s) interested in this Bid are those named in the Bid, that no officer, employee, or agent of the Tohopekaliga Water Authority or any other Bidder is interest in this Bid, that this Bid is made without fraud, that this Bid is made with no past or present collusion with any other person, firm, or corporation.

By submitting this Bid, Bidder also represents that this Bid has been prepared without collusion or fraud and in fair competition with other Bidders, without any restraint on free competition, and acknowledges that TOHO is acting in reliance upon that representation.

The undersigned hereby represents that they: (A) make the above certifications based upon personal knowledge; (B) are over the age of 18 years and otherwise competent to make the above certifications; and (C) are authorized to legally bind and make the above certifications on behalf of Bidder.

Under penalties of perjury, the undersigned declares that they have read the foregoing and that the information stated above is. Pursuant to the authority granted to the undersigned by Bidder, the undersigned hereby acknowledges, affirms, and makes the above sworn statement.

Bidder Name: _____

By: _____

Authorized Representative on behalf of Bidder

Printed Name: _____

Official Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____ authorized to do business in the State of Florida on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

ATTACHMENT B

E-VERIFY USE AND REGISTRATION CERTIFICATION **Section 448.095, Florida Statutes, Compliance Certification** *Employment Eligibility*

The undersigned, on behalf of the Bidder, hereby certifies as follows:

- (A) Bidder acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
- (B) Bidder acknowledges that, in accordance with Section 448.095(5), Florida Statutes: (1) the Bidder, and any subcontractor thereof, are required register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor; and (2) Toho may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (C) Bidder hereby certifies that the Bidder is registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Contract.
- (D) Bidder hereby certifies that it does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes, is otherwise in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, and shall remain in compliance with such sections of Florida law during the term of any contract with Toho.
- (E) Bidder hereby acknowledges that the language of the Solicitation and/or Contract notwithstanding, a contract terminated under Section 448.095(5), Florida Statutes, is not a breach of contract and may not be considered as such.
- (F) Bidder hereby acknowledges and agrees that in the event that Bidder, or any subcontractor thereof, fails to comply with all applicable provisions of Sections 448.09 and 448.095, Florida Statutes, Toho reserves the right to exercise all remedies available to it at law and in equity.
- (G) **Attached to this form is a true and correct copy of the Bidder's proof of registration in the E-Verify system.**
- (H) Bidder shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors, and shall require all subcontractors performing work under the Contract to provide this same certification. Toho reserves the right to request copies of each such subcontractor's form.

E-VERIFY USE AND REGISTRATION CERTIFICATION **EXECUTION OF ABOVE CERTIFICATION**

The undersigned hereby represents that they: (A) make the above certification based upon personal knowledge; (B) are over the age of 18 years and otherwise competent to make the above certification; and (C) are authorized to legally bind and make the above certification on behalf of the Bidder.

Under penalties of perjury, the undersigned declares that they have read the foregoing document and that the facts stated in it are true. Pursuant to the authority granted to the undersigned by Bidder, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Bidder.

By: _____
Authorized Representative on behalf of Bidder
Printed Name: _____
Official Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____ authorized to do business in the State of Florida on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

ATTACHMENT C

DRUG FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

Print Name

Date: _____

ATTACHMENT D

“NO BID” RESPONSE FORM

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Department
Toho Water Authority
951 Martin Luther King Jr Blvd.
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

Continue on Vendor List: _____ Yes _____ No

___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks:

Vendor's Signature

Print Name

ATTACHMENT E

HUMAN TRAFFICKING AFFIDAVIT

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

The undersigned, on behalf of _____ (the "Nongovernmental Entity"), hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- "Labor" means work of economic or financial value.
- "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: _____ Date: _____
Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the Nongovernmental Entity. They [] are personally known to me or [] have produced _____ as identification.

Signature of Notary Public

ATTACHMENT F

REFERENCES

The following information is required in order that your Proposal may be reviewed and properly evaluated.

Company Name: _____

Length of Time Company has been in Business: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Total number of current employees: _____ Full-time _____ Part-time _____

Number of employees you plan to use to service this contract: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: (____) _____ - _____
FAX: (____) _____ - _____
E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

DATE RANGE: _____

CONTRACT AMOUNT: _____

2. COMPANY NAME: _____
ADDRESS: _____

CONTACT PERSON: _____
TELEPHONE: (____) _____ - _____
FAX: (____) _____ - _____
E-MAIL: _____

DESCRIPTION OF WORK PERFORMED:

DATE RANGE: _____
CONTRACT AMOUNT: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: (____) _____ - _____
FAX: (____) _____ - _____
E-MAIL: _____

END OF SECTION 6

ATTACHMENT G Sample Agreement

**AGREEMENT FOR
PROJECT NAME**

THIS AGREEMENT FOR PROJECT NAME (the “**Agreement**”) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**Toho**”) and **CONTRACTOR NAME**, a entity type, with a principal address of Address (the “**Contractor**”). Toho and the Contractor may be individually referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS:

WHEREAS, Toho has competitively solicited for the project name pursuant to IFB-24-XXX (the “**Solicitation**”), a copy of which is attached, including all Addendums, incorporated by reference as **Attachment “A”**, and made a material part of this Agreement; and

WHEREAS, the Contractor has exhibited by its response to the Solicitation, a copy of which is attached, incorporated by reference as **Attachment “B”**, and made a material part of this Agreement, that it is capable of providing the required goods and services; and

WHEREAS, the Parties hereto have agreed to enter into this Agreement, in accordance with the terms and conditions based on the Solicitation and as more specifically set forth herein.

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

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. The term of this Agreement shall become effective upon execution by both Parties and shall continue through Month XX, 202X. This Agreement may be renewed subject to written notice of agreement executed by both Parties, for up to two additional one year periods.

SECTION 3. SCOPE OF SERVICES. The Contractor shall provide those goods and services specified in *Section Three – Scope of Services and Related Requirments* of **Attachment “A”** (collectively the “**Services**”), in compliance with the terms and conditions of this Agreement, as well as those found in the solicitation document attached as **Attachment “A”**. If there is a conflict between the provisions of either **Attachment “A”** and this Agreement, the terms of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR. Obligations of the Contractor shall include, but not be limited to, the following:

- A. The Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services, of any type

whatsoever, which are necessary to fully complete and deliver the Services requested by Toho. The Contractor shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, Toho, or any property owned by Toho. Any such lien, attachment, or encumbrance, until removed, shall preclude any claims or demands by the Contractor for any payment expected by virtue of this Agreement.

- B. The Contractor shall ensure that all of its employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when providing Services for Toho under this Agreement.
- C. The Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work outlined in the Scope of Services.
- D. The Contractor shall maintain adequate and competent staff, and remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The Contractor may subcontract the Services requested by Toho, with prior written approval from Toho; however, the Contractor is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE

- A. The Contractor has represented to Toho that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. 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 within the local area, working on similar activities. The Contractor shall efficiently perform the requested Services, consistent with **Attachment "A"** and **Attachment "B"**, as well as industry standards. The Contractor hereby covenants and agrees that its employees, agents, subcontractors, representatives, volunteers, and any other associates shall likewise be bound by this representation.
- B. The Contractor covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION

- A. The amount paid under this Agreement for acceptable performance and delivery of XXXXXX units described in **Attachment "A"** shall not exceed XXXXXXXXXXXX (the "**Not to Exceed Amount**") for the term of the agreement, based on the rates specified in **Attachment "B". Purchase Order.**
- B. Toho will not accept any goods delivered or service performed unless a duly authorized Purchase Order has been issued for said goods and/or services. The Purchase Order number must appear on all invoices, packing slips, and all correspondence concerning this order.
- A. Compensation for Services completed by the Contractor shall be paid in accordance with section 218.70, Florida Statutes, Florida's Local Government Prompt Payment Act.
- B. Services performed in accordance with this Agreement are subject to the annual

appropriation of funds by Toho. Toho reserves the right, in its sole discretion, to forego the Contractor's use for any project that may fall within the Scope of Services listed herein. In the event Toho is not satisfied with the Services provided by the Contractor, Toho will hold any amounts due until such time as the Contractor has appropriately addressed the problem to the satisfaction of Toho.

- C. The obligation of Toho to proceed under this Agreement is conditioned upon the appropriation of funding by Toho's Board of Supervisors. If the funding anticipated for the fulfillment of this Agreement is, at any time, not forthcoming or otherwise insufficient, Toho shall have the right, in its sole discretion, to terminate or suspend this Agreement without damage, penalty, cost, or expense to Toho of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in Toho's notice of termination or suspension. Toho shall have the final authority over whether such funding is available.

SECTION 7. TERMINATION

- A. **Termination for Convenience.** Toho may terminate this Agreement for convenience by providing written notice to the Contractor no fewer than 30 days prior to such termination. In the event of such a termination for convenience by Toho, the Contractor shall be paid for all authorized Services provided before the effective date of termination. No other damages, fees, or costs may be assessed against Toho for its termination of this Agreement for convenience.

B. Termination for Cause

1. **Immediate Termination.** Toho reserves the right to "**Immediate Termination**" of this Agreement, with such termination to be effectuated as of the Contractor's receipt of written notice, for any number of the following causes all of which shall constitute a material breach of this Agreement by the Contractor: (a) the amount invoiced by the Contractor exceeds the Not to Exceed Amount; (b) the Contractor files for bankruptcy, becomes insolvent, or is adjudged bankrupt or insolvent by any Court; (c) a receiver of the property of the Contractor is appointed in any proceeding brought by or against the Contractor; (d) the Contractor is determined to be ineligible to do business in the State of Florida; (e) if the Contractor is a non-profit agency, loss by the Contractor of its non-profit status; or (f) as otherwise expressly provided for in this Agreement.
2. **Standard Termination for Cause.** For breaches of this Agreement for which Immediate Termination does not apply, Toho may terminate this Agreement for cause upon providing written notice to the Contractor no fewer than 5 business days prior to such termination. Such termination for cause may be for any material breach of this Agreement, or if Toho, using its sole discretion, determines that the Contractor is unable to adequately perform under this Agreement.
3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or to accept any proposed cure by the Contractor, Toho reserves the right to provide the Contractor with the opportunity to cure a stated breach of this Agreement. If Toho decides to provide such an opportunity to cure, it shall: (a) include such opportunity to cure as part of its notice of termination; and (b) provide a deadline deemed appropriate by Toho by which the Contractor must cure or, only if expressly permitted by Toho,

submit its proposed cure to Toho. Toho has no obligation whatsoever to accept any proposed cures submitted by the Contractor.

4. **Payment in the Event of Termination for Cause.**In the event of termination of this Agreement due to the fault of the Contractor, at the written request of the Contractor, Toho shall compensate the Contractor for all authorized Services completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to Toho. All such payments shall be subject to an offset for any damages incurred by Toho resulting from the Contractor's breach of this Agreement and any delay occasioned by early termination. No damages, fees, or costs may be assessed against Toho for its termination of this Agreement for cause.
 5. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Contractor's damages for such termination, if any, shall be the same as if Toho had terminated this Agreement for convenience.
- C. **In the Event of Termination.** In the event of termination of this Agreement, whether for convenience or cause, the Contractor shall, unless otherwise expressly provided by Toho in its notice of termination: (1) maintain the same service level at which it was providing the Services prior to its receipt of Toho's notice of termination; (2) not be permitted to incur any additional obligations or enter into any additional subcontracts to provide the Services; (3) finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the effective date of termination.

SECTION 8. INSURANCE

- A. The Contractor shall procure and maintain the following types of insurance, with the respective limits, and shall provide proof of the same to Toho, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 1. **Worker's Compensation:** The Contractor shall provide Worker's Compensation coverage for all employees at the site location and, in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
 2. **Commercial General Liability:** The Contractor shall provide for all operations including, but not limited to, Contractual and products-Completed Operations. The limits shall not be less than \$1,000,000.00.
 3. **Comprehensive Automobile Liability:** The Contractor shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The Contractor shall provide an umbrella policy in excess to the coverages provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The Contractor shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the Services to be provided hereunder, on all required insurance policies, except for the Worker's Compensation policy, and provide Toho with proof of the same.

- C. The Contractor, and any authorized subcontractor(s), shall provide Toho's Procurement Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The 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. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to Toho at least 30 days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by Toho, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.
- E. The Contractor shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements as set forth herein. In addition, the Contractor shall maintain proof of the same on file and made readily available upon request by Toho.

SECTION 9. TOHO OBLIGATIONS. At the Contractor's request, Toho agrees to provide, at no cost to Toho, all pertinent information known to be available to Toho to assist the Contractor in providing and performing the required Services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT

- A. The following documents are hereby incorporated and made part of this Agreement:
1. **Attachment "A"** – Solicitation documents IFB-25-004, including all Addendums
 2. **Attachment "B"** – Response submitted by the Contractor
- B. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and **Attachments "A"** and **"B"**, the provisions of the Agreement shall take precedence.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL

- A. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement or the performance of the associated Services, venue shall lie in Osceola 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.
- B. In all respects, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 12. PUBLIC RECORDS COMPLIANCE

- A. The Contractor understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection by Florida law. If the Contractor shall act on behalf of Toho, as provided under section 119.011(2), Florida Statutes, as amended, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by Toho in order to perform the Services; and
 2. Provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho; and
 5. If the Contractor does not comply with a public records request, Toho shall enforce the contract provisions in accordance with the Agreement.

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 Agreement, contact the custodian of public records at the following: Records Retention, 951 Martin Luther King Blvd. Kissimmee, FL 34741, publicrecordsrequests@tohowater.com, (407) 483-3822.

SECTION 13. 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 Toho 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 14. 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 15. COMPLIANCE WITH ALL LAWS. The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, Toho, 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 16. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Toho, its officials, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the Contractor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 17. SOVEREIGN IMMUNITY. Toho expressly retains all rights, benefits, and immunities of sovereign immunity by section 768.28, Florida Statutes. Notwithstanding anything outlined 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 Toho 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 to allow any claim against Toho, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT. This Agreement shall only be assignable by the Contractor upon the express written consent of Toho.

SECTION 20. SEVERABILITY. All clauses found herein shall act independently of each other. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 21. 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, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. NOTICE. The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to Toho and the Contractor. All notices required and/or made pursuant to this Agreement to be given to Toho 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:

Toho: Tohopekaliga Water Authority
Attention: Procurement Division
951 Martin Luther King Blvd
Kissimmee, Florida 34741

Contractor: Insert Vendor Name
Vendor Address
Vendor City, State, Zip

SECTION 23. 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 24. 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 25. ADMINISTRATIVE PROVISIONS. In the event Toho 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 Toho'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.

SECTION 26. 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, Toho shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. FLORIDA VENDOR ELIGIBILITY

A. **Public Entity Crimes.** Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list; (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its

compliance therewith. For the purposes of this provision, the terms “public entity crime”, “convicted”, and “affiliate” shall be as defined in Section 287.133, Florida Statutes.

B. Scrutinized Companies

1. Contractor hereby represents, warrants, and certifies that: (i) Contractor is not on Florida’s Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel; and (ii) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida’s prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith.
2. If the value of this Agreement meets or exceeds \$1,000,000, then Contractor hereby additionally represents, warrants, and certifies that: (i) Contractor is not on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Terrorism Sectors List”, created pursuant to Section 215.473, Florida Statutes; and (ii) is not engaged in business operations in Cuba or Syria.
3. In accordance with Section 218.135, Florida Statutes, if any of the above certifications are found to have been false, if Contractor is later placed on any of the lists referenced in this Article, or if Contractor becomes engaged in business operations in Cuba or Syria, Toho shall have the option to terminate this Agreement and shall have the right to, notwithstanding anything to the contrary in this Agreement, pursue all remedies available to it in equity and at law.

C. Discriminatory Vendors. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.134, Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

D. Anti-Trust Violators. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.137, Florida Statutes, which provides that a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

E. Countries of Foreign Concern. Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that Toho may not enter into a contract with an entity that gives access to an individual’s personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People’s Republic of

China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

- F. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Such attestation must be provided to Toho prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, Toho may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.
- G. **Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto within **Attachment B**, Contractor's Response, to Toho.

SECTION 28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- A. As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- B. The Contractor shall require each of its subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- C. The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this Section, shall terminate the contract with the person or entity.
- D. Toho, upon good faith belief that a subcontractor knowingly violated the provisions of this Section but the Contractor otherwise complied, shall promptly notify the Contractor and the Contractor shall immediately terminate the contract with the subcontractor.
- E. A contract terminated under the provisions of this Section is not a breach of contract and may not be considered as such. Any contractor terminated under the provisions of this Section may be challenged pursuant to section 448.095(2), Florida Statutes. The Contractor acknowledges that upon the termination of this Agreement by Toho for a violation of this Section by the Contractor, the Contractor may not be awarded a public contract for at least one year. The Contractor further acknowledges that the Contractor is liable for any additional costs incurred by Toho as a result of any contract for a violation of this section.

- F. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Section.
- G. Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-verify>

SECTION 29. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION. The Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All 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 Toho, and shall be retained by the Contractor for a period of 5 years after termination or completion of the Agreement, or until five years after the full Toho audit is complete, whichever comes later. Toho shall retain the right to audit the books during the applicable 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. Toho also has the right to conduct an audit within 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 Toho. Toho has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 32. PROJECT MANAGERS. Toho and the Contractor have identified the individuals listed below as Project Managers who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by Toho. If Toho or Contractor replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. Toho will notify the Contractor, in writing, if the current Toho Project Manager is replaced by another individual.

- A. Toho Project Manager's contact information is as follows:

PM Name and Title
Toho Water Authority
PM Cell Phone
Email: XXXXXX@tohowater.com

B. The Contractor Project Manager's contact information is as follows:

PM Name and Title
Vendor Company Name
Vendor Address
City, State, Zip
Phone Number:
Email:

SECTION 33. SIGNATORY. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including attachments, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

SECTION 34. COUNTERPARTS, ELECTRONIC TRANSACTIONS, AND ELECTRONIC SIGNATURES. This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

SECTION 35. PURCHASES OF GOODS. To the extent that this agreement involves the purchase of goods by Toho from the Contractor, the following terms apply:

- C. **Quality.** All materials or services furnished must be as specified and subject to Toho inspection after delivery at destination. Variations in materials or services from those specified in this Agreement must not be made without prior written authority from Toho's Procurement Director. Material rejected will be returned and shall be done so at the Contractor's sole risk and expense.
- D. **Quantity/Price.** The quantity of materials ordered and/or the prices specified must not be exceeded without written authority from Toho's Procurement Director.
- E. **Patent/Copyright Hold Harmless.** 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. The Contractor shall at its own expense, hold harmless and defend Toho against any claim, suit or proceeding brought against Toho which is based upon claim, whether rightful or otherwise, that the goods or services or any part thereof, furnished under this Agreement constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against Toho to include legal fees.
- F. **Packing.** If awarded an Agreement, invoices and package lists must clearly be marked with shipper's name, address, Agreement Number, and Purchase Order Number (if applicable). Charges are not allowed for boxing, crating, or special deliveries unless previously agreed upon in writing.

- G. **Delivery.** All goods and other materials must be shipped F.O.B. Destination with transportation charges prepaid. If Toho agrees in writing, freight charges may be prepaid by the Contractor and listed on the invoice; however, the Contractor retains title and assumes all responsibility, liability, and risk in transit and shall be responsible for the filing of claims for loss or damages. Toho reserves the right to cancel this order and purchase elsewhere if the Contractor fails to meet the delivery date specified in the Agreement (or Purchase Order, if applicable). Deliveries shall be made between 7:00a.m. and 3:30p.m. Monday through Friday, excluding holidays, unless otherwise stipulated.
- H. **Material Safety Data Sheet.** As necessary, the Contractor agrees to furnish Toho with a current Material Safety Data Sheet (“MSDS”) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDSs shall be provided for all shipments.
- I. **OSHA Requirement.** The Contractor hereby guarantees Toho that all materials, supplies, and equipment as listed in the Agreement (or on the resulting Purchase Order, if applicable) shall meet the requirements, specifications, and standards as provided under the U.S. Department of Labor Occupational Safety and Health Act of 1970 as from time to time amended and in force at date thereof.
- J. **Inspection/Acceptance.** All goods and/or services provided through this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of Toho. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.
- K. **Warranty.** The Contractor agrees to provide a full warranty to Toho for all good and materials which it provides hereunder for a minimum of one full year following the date of delivery or completion of services. In the event that the Contractor is called to perform warranty work, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. The manufacturer's warranty on materials received and installed shall extend for the full warranty period.
- L. **Default.** In the case of default by the Contractor or failure to deliver the supplies or services ordered by the time specified, Toho after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- M. **Variation in Quantity.** Toho assumes no liability for material produced, processed, or shipped in excess of the amount specified herein.

SECTION 36. ENTIRE AGREEMENT. This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

INSERT VENDOR NAME,

**TOHOPEKALIGA WATER
AUTHORITY**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address: _____

Address: 951 Martin Luther King Blvd.

Kissimmee, Florida 34741

Date: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____ as _____ of INSERT VENDOR NAME, a INSERT SUNBIZ TYPE OF ENTITY, on behalf of the company, who [] is personally known to me OR [] has produced _____ as identification.

Notary Signature: _____

Print Name: _____

My Commission No.: _____

My Commission Expires: _____

(Stamp)

EXHIBIT 1

**TOHO WATER AUTHORITY WATER SUPPLY WELLS
DATA SHEET**

Well Name/ID	Well Address	Year	Well Yield Design GPM	Well Diameter	Length (outside casing)	Motor horse power	Depth
BELLALAGO							
4_3	3600 Pleasant Hill Rd.	2002	1,200	16"	160'	30	500'
4_4	3600 Pleasant Hill Rd.	1990	1,200	16"	162'	30	470'
BUENAVENTURA LAKES (BVL)							
BVL-1	399 Florida Parkway	1974	1,000	12"	250'	75	689
BVL-2	399 Florida Parkway	1979	2,500	16"	251'	75	749
CAMELOT WEST							
CW-1	2975 Arabian Nights Blvd.	1987	2,000	16"	201'	40	385'
CW-2	3100 International Dr. South of Gaylord Way	1995	3,500	30"	95'	100	500'
HARMONY							
H-1	7200 Irlo Bronson Highway.	2000	900	18"	106'	30	560'
H-2	7201 Irlo Bronson Highway.	2016	900	24"	125'	25	600'
H-3 (New)							
HIDDEN GLENN							
HG-1	6000 Ivy Mist Rd.	1994	75	4"	79"	5	101'
HURON							
5_1	2000 Hemlock Av.	1984	1,000	12"	225'	40	502'
5_2	Marygold Av. South of Lake Marion Creek Dr.	1980	1,000	12"	190'	50	666'
5_5	Marygold Av. South of Laural Av..	2002	100	12"	400'	75	900'
NORTH BERMUDA							

Well Name/ID	Well Address	Year	Well Yield Design GPM	Well Diameter	Length (outside casing)	Motor horse power	Depth
NB-1	2706 N John Young Pkw.	1969	2,100	16"	278'	60	458'
NB- 2	2707 N John Young Pkw.	1969	2,100	16"	281'	60	1200'
RM-3	25801 N Thacker Ave.	2019	3,500	30"	100'	200	600'
NB-4	1900 Ballpark Rd.	1997	2,500	30"	100'	100	505'
NB-5	1900 Ballpark Rd.	1997	2,500	30"	102'	125	508
NB-6	2600 Coral Av. Kissimmee	2000	3,500	30"	165'	60	670'
NORTH WEST							
NW-1	Reedy Creek Blvd.	1972	2,200	12"	147'	50	375'
NW-2	Reedy Creek Blvd.	1973	2,200	12"	195'	60	364'
NW-3	Sherbeth Rd.	1995	2,200	30"	125'	125	608'
NW-4	Reedy Creek Blvd.	1999	3,000	30"	140'	125	493'
PARKWAY							
P-1	2100 Lepic Ln.	1972	1,000	12"	185'	20	414'
P-2	2100 Lepic Ln.	1973	1,000	12"	290'	20	430'
P-3	2221 Partin Settlement Rd.	1997	3,000	30"	78'	100	515'
P-4	2259 Aeronautical Dr.	2007	3,000	26"	130'	18-Jul	502'
PEABODY							
2_1	1010 Peabody Rd.	1984	880	12"	146'	30	500'
2_2	1010 Peabody Rd.	1990	1,000	12"	146'	40	470'
2_3	1010 Peabody Rd.	1990	1,000	12"	153'	30	400'
SAINT CLOUD WTP1							
Well-1	70 10th Street Saint Cloud FL 34769	1960		20"	223'	75	628'
SAINT CLOUD WTP2							

Well Name/ID	Well Address	Year	Well Yield Design GPM	Well Diameter	Length (outside casing)	Motor horse power	Depth
Well-1		1954		20"	317'	50	692'
Well-2		1954		20"	327'	100	671'
SAINT CLOUD WTP4							
Well-1	3201 Kissimmee Park Road, FL 34772	2005		26"	110'	75	510'
Well-2		2007		26"	104'	75	585'
Well-3		2007		26"	115'	75	552'
SOUTH WEST							
SW-1	101 Bobroff Rd. Kissimmee FL, 33896	2004	3,000	30"	66.5'	200	390'
SW-2	101 Bobroff Rd. Kissimmee FL, 33896	2004	3,000	30"	55'	200	417'
SW - 3 (potential new)							
SUNBRIDGE							
SN 1	2200 Sungrove Lane St. Cloud Fl, 34771	2018	765	18"	80'	0:00	545'
SN 2	2200 Sungrove Lane St. Cloud Fl, 34771	2020	1,390	24"	80'	60	600'
SN 3 (new)							

EXHIBIT "B"
(Response submitted by Contractor)

**SECTION 6
 BID PRICING**

DATE: 1/9/2025

Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	\$ 2,800.00	\$ 33,600.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble and reinstall pump, etc., back into well, including site restoration	EA	6	\$9,250.00	\$ 55,500.00
3	Disinfection of water supply well in accordance with Specifications	EA	12	\$ 2,800.00	\$33,600.00
4	Post-performance testing in accordance with specifications	EA	12	\$ 2,800.00	\$ 33,600.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	\$20,000.00	\$240,000.00
6	Business hourly charge for well pump handling rig & crew	HR	120	\$ 350.00	\$42,000.00
7	Business hourly charge for service truck and crew	HR	120	\$ 250.00	\$ 30,000.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	\$ 110.00	\$ 8,800.00
9	Business hourly geophysical logging truck & operator for water quality testing	HR	48	\$ 375.00	\$ 18,000.00
10	After Hours/Emergency hourly charge for well pump handling rig and crew	HR	24	\$370.00	\$ 8,880.00
11	After Hours/Emergency hourly charge for service truck and crew	HR	12	\$ 260.00	\$ 3,120.00
12	After Hours/Emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	\$ 140.00	\$ 840.00
13	Labor and materials for closure of 4" well	Lump Sum	1	\$9,400.00	\$9,400.00

14	Labor and materials for closure of 8" well	Lump Sum	1	\$15,000.00	\$ 15,000.00
	TOTAL BASE BID:				\$ 532,340.00
15	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			10 %

These estimated hours in the quantities column are for evaluation purposes only and do not reflect actual work hours.

All prices quotes are good for a period of 90 days.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Emergency and Non- Emergency Contact Information:

Name: A.C. Schultes of Florida, Inc. / Gregory Schultes

Title: Vice President

Address:
11865 South U.S. Hwy 41 South

City: Gibsonton State: Florida Zip: 33534

Phone: 813-741-3010 Fax: N/A

Email: greg.acsfl@acschultes.com

We do not take exception to the Scope of Work

We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

Toho reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of Toho.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company

Name A.C. Schultes of Florida, Inc.

Address:

11865 S. US HWY 41

City: Gibsonton State: FL

Zip: 33534

Print
Name

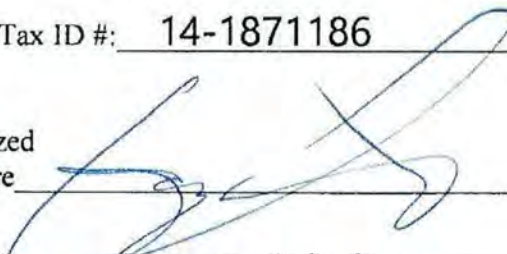
Gregory Schultes

Title: Vice President

Telephone: 813-741-3010 Fax: 813-741-3010 Email: Greg.acsfl@ACSchultes.com

Federal Tax ID #: 14-1871186

Authorized
Signature



Date: 1/8/25

Print Name

Gregory Schultes

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF TOHO EMPLOYEES

The undersigned hereby certifies that they are authorized to legally bind the Bidder of this Bid, that the only person(s) or party(s) interested in this Bid are those named in the Bid, that no officer, employee, or agent of the Tohopekaliga Water Authority or any other Bidder is interest in this Bid, that this Bid is made without fraud, that this Bid is made with no past or present collusion with any other person, firm, or corporation.

By submitting this Bid, Bidder also represents that this Bid has been prepared without collusion or fraud and in fair competition with other Bidders, without any restraint on free competition, and acknowledges that TOHO is acting in reliance upon that representation.

The undersigned hereby represents that they: (A) make the above certifications based upon personal knowledge; (B) are over the age of 18 years and otherwise competent to make the above certifications; and (C) are authorized to legally bind and make the above certifications on behalf of Bidder.

Under penalties of perjury, the undersigned declares that they have read the foregoing and that the information stated above is. Pursuant to the authority granted to the undersigned by Bidder, the undersigned hereby acknowledges, affirms, and makes the above sworn statement.

Bidder Name: A.C. Schultes of Florida, Inc.

By: _____

Authorized Representative on behalf of Bidder

Printed Name: Gregory Schultes

Official Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to before me by means of physical presence or online notarization, this 8th day of January, 2025, by Gregory Schultes, as Vice President of A.C. Schultes of Florida, Inc., a Corporation authorized to do business in the State of Florida on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Seal)



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Anna Cominski
Signature of Notary Public

Anna Cominski
Name of Notary Typed, Printed or Stamped

ATTACHMENT B

E-VERIFY USE AND REGISTRATION CERTIFICATION **Section 448.095, Florida Statutes, Compliance Certification** *Employment Eligibility*

The undersigned, on behalf of the Bidder, hereby certifies as follows:

- (A) Bidder acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
- (B) Bidder acknowledges that, in accordance with Section 448.095(5), Florida Statutes: (1) the Bidder, and any subcontractor thereof, are required register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Bidder or subcontractor; and (2) Toho may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (C) Bidder hereby certifies that the Bidder is registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Contract.
- (D) Bidder hereby certifies that it does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes, is otherwise in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, and shall remain in compliance with such sections of Florida law during the term of any contract with Toho.
- (E) Bidder hereby acknowledges that the language of the Solicitation and/or Contract notwithstanding, a contract terminated under Section 448.095(5), Florida Statutes, is not a breach of contract and may not be considered as such.
- (F) Bidder hereby acknowledges and agrees that in the event that Bidder, or any subcontractor thereof, fails to comply with all applicable provisions of Sections 448.09 and 448.095, Florida Statutes, Toho reserves the right to exercise all remedies available to it at law and in equity.
- (G) **Attached to this form is a true and correct copy of the Bidder's proof of registration in the E-Verify system.**
- (H) Bidder shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors, and shall require all subcontractors performing work under the Contract to provide this same certification. Toho reserves the right to request copies of each such subcontractor's form.

E-VERIFY USE AND REGISTRATION CERTIFICATION **EXECUTION OF ABOVE CERTIFICATION**

The undersigned hereby represents that they: (A) make the above certification based upon personal knowledge; (B) are over the age of 18 years and otherwise competent to make the above certification; and (C) are authorized to legally bind and make the above certification on behalf of the Bidder.

Under penalties of perjury, the undersigned declares that they have read the foregoing document and that the facts stated in it are true. Pursuant to the authority granted to the undersigned by Bidder, the undersigned hereby acknowledges, affirms, and makes the certification provided above on behalf of Bidder.

By: 
Authorized Representative on behalf of Bidder
Printed Name: Gregory Schultes
Official Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of January, 2025, by Gregory Schultes, as Vice President of A.C. Schultes of Florida, Inc., a Corporation authorized to do business in the State of Florida on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.

(Seal)



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026


Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped

ATTACHMENT C

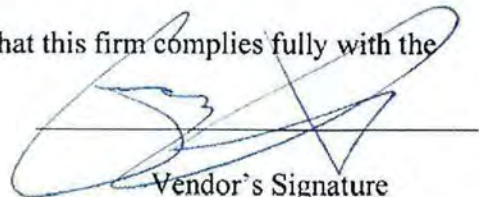
DRUG FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Vendor's Signature

Gregory Schultes

Print Name

Date: 1/8/25

ATTACHMENT E

HUMAN TRAFFICKING AFFIDAVIT

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

The undersigned, on behalf of A.C. Schultes of Florida, Inc.
(the "Nongovernmental Entity"), hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
 - "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - "Labor" means work of economic or financial value.
 - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.


I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: [Signature] Date: 1/8/25
Printed Name: Gregory Schultes Title: V.P.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of January, 2025, by Gregory Schultes, as Vice President on behalf of the Nongovernmental Entity. They are personally known to me or have produced _____ as identification.

[Signature]
Signature of Notary Public
Anna Cominski

 ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

ATTACHMENT F

REFERENCES

The following information is required in order that your Proposal may be reviewed and properly evaluated.

Company Name: A.C. Schultes of Florida, Inc.

Length of Time Company has been in Business: 21 years

Business Address: 11865 S. US HWY 41, Gibsonton, FL 33534

Telephone Number: 813-741-3010 Fax Number: 813-741-3010

Total number of current employees: 25 Full-time 25 Part-time 0

Number of employees you plan to use to service this contract: 2 - 3

1. COMPANY NAME: Tampa Bay Water
ADDRESS: 2575 Enterprise Rd., Clearwater, FL 33763
CONTACT PERSON: Erin Hayes
TELEPHONE: (727) 608 - 7351
FAX: (727) 791 - 2388
E-MAIL: Ehayes@tampabaywater.org

DESCRIPTION OF WORK PERFORMED:

Mobilize, inspect, remove/reinstall, video & geophysical logging, perform specific capacity testing, scrub casing, disinfect, acidize, develop well, and abandonment services.

DATE RANGE: 8/2019 to 9/2024

CONTRACT AMOUNT: \$906,290.00

2. COMPANY NAME: Pasco County
ADDRESS: 7356 State St., New Port Richey, FL 34654

CONTACT PERSON: Richard Niemann
TELEPHONE: (813) 235 - 6189 Ext. 6974
FAX: () -
E-MAIL: Rniemann@pascocountyfl.net

DESCRIPTION OF WORK PERFORMED:

Pump service and well rehabilitation contract. Remove, inspect, refurbish or replace pump VTP and submersible assemblies. Scrub well casing, well abandonment's, video logging etc.

DATE RANGE: 11/2018 - 11/2021 & renewed until 11/2024

CONTRACT AMOUNT: \$781,400.00

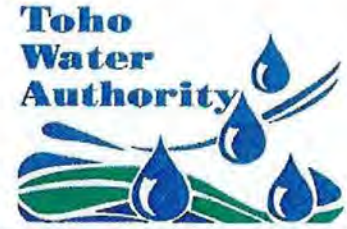
3. COMPANY NAME: Marion County
ADDRESS: 5405 S.E. 38th St., Ocala, FL 34480
CONTACT PERSON: William "Mike" Bryson
TELEPHONE: (352) 307 - 6000
FAX: (352) 438 - 2309
E-MAIL: William.Bryson@marionfl.org

Perform & record meggar readings on well pump motor, vibration analysis.
Remove, inspect, repair, refurbish/replace VTP or submersible pump assemblies and video logging.
10/2021 - 9/2024 / \$847,000.00

END OF SECTION 6

ADDENDUM
#1

PROCUREMENT SERVICES
951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741



To: All Proposers
From: Mursal Mzee, Procurement Services Department
Subject: IFB-25-004, Maintenance and Repair of Waterwells and Water Pumps.
Date: December 16, 2024

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above-mentioned solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

1. Question: Please clarify the pre-bid meeting details. TOHO indicated a pre-bid meeting and site visit for 3 days (17th, 18th and 19th) from 9:00 AM to 3:00 PM, but there is no meeting location provided. Please provide the meeting place for each date and if there is a contact person.

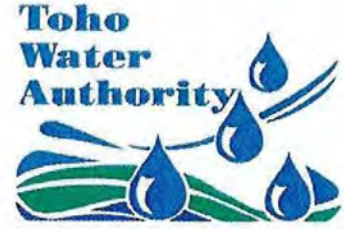
1. Answer: The site visits are non-mandatory. The Operations Staff named below can assist with the visits on Tuesdays through Thursdays from 8:00 AM to 2:00 PM. Any potential bidder interested in visiting the site/sites – should contact the following preferably through emails to all of them for assistance to the site visits.

Mike Cotton
mcotton@tohowater.com
(407) 225 – 3349

Kelvin Fulger
kfulger@tohowater.com
(407) 709 – 0103

ADDENDUM
#1

PROCUREMENT SERVICES
951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741



Robert Newberry
rnewberry@tohowater.com
(407) 319 – 9560

Elisa Williams
ewilliams@tohowater.com
(689) 319 – 3537

Bid opening:
II. DUE DATE:

Tohopekaliga Water Authority (TOHO) will receive sealed Bids from Prospective Bidders until **2:00 PM** on **Thursday, January 9, 2025**.

Acknowledgment is hereby made of Addendum #1.

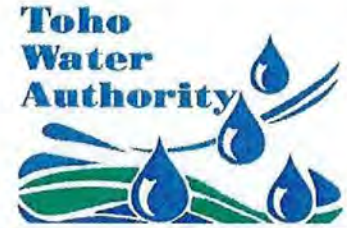
Signature of Proposer 1/8/25

Date

cc: File

ADDENDUM
#2

PROCUREMENT SERVICES
951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741



To: All Proposers
From: Mursal Mzee, Procurement Services Department
Subject: IFB-25-004, Maintenance and Repair of Waterwells and Water Pumps.
Date: December 27, 2024

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

1. **Question:** Please clarify the pre-bid meeting details. TOHO indicated a pre-bid meeting and site visit for 3 days (17th, 18th and 19th) from 9:00 AM to 3:00 PM, but there is no meeting location provided. Please provide the meeting place for each date and if there is a contact person.
1. **Answer:** The site visits are non-mandatory. Any potential bidder interested in visiting some or all of the sites – should contact the following Toho Staff for assistance:

Contacts for site visits are:

Mike Cotton
mcotton@tohowater.com
(407) 225 – 3349

Kelvin Fulger
kfulger@tohowater.com
(407) 709 – 0103

ADDENDUM
#2

PROCUREMENT SERVICES
951 Martin Luther King Jr. Blvd
Kissimmee, Florida 34741



Robert Newberry
rnewberry@tohowater.com
(407) 319 – 9560

Elisa Williams
ewilliams@tohowater.com
(689) 319 – 3537

II. GENERAL INFORMATION:

a. Alteration of Bid Opening:

- i. The public bid opening is changing platforms to Microsoft Teams. The day and time of the opening will be as originally stated in the solicitation.

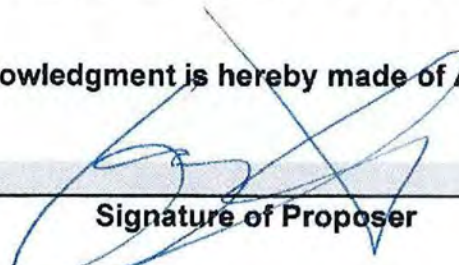
https://teams.microsoft.com/join/19%3ameeting_OGY3YWMzMjEtOGRjNi00M2JjLTkyNzAtMzc4NThkYWJlYTNk%40thread.v2/0?context=%7b%22Tid%22%3a%258393785-b5ab-45f6-9f23-0c44b1c20aa2%22%2c%22Oid%22%3a%222171abd6-d665-439e-a7aa-04d0117fed76%22%7d

Meeting ID: 219 200 025 995 Passcode: cPzUbM

Bid opening:
III. DUE DATE:

Tohopekaliga Water Authority (TOHO) will receive sealed Bids from Prospective Bidders until **2:00 PM on Thursday, January 9, 2025.**

Acknowledgment is hereby made of Addendum #2.



Signature of Proposer

1/8/25

Date

cc: File



July 31, 2025
Expiration Date

Well Construction Section
Water Use Permit Bureau



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHULTES, GREGORY

A C SCHULTES OF FLORIDA INC
6005 FOAL CREEK DRIVE
PARRISH FL 34219

LICENSE NUMBER: CGC1516532

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





My Company Account

My Company Profile

Company Information

Company Name

A.C. Schultes of Florida, Inc.

Doing Business As (DBA)

Jaffer Well Drilling

Company ID

1116531

Enrollment Date

08/08/2016

Employer ID Number

141871186

Unique Entity Identifier (UEI)

DUNS Number

140528345

Total Number of Employees

20 to 99

NAICS Code

238

Sector

Construction

Subsector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2024

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

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

PRODUCER Acisure LLC 1265 Drummers Lane, Suite 300 Wayne PA 19087	CONTACT NAME: Monica O'Toole PHONE (A/C, No, Ext): 866-282-9742 E-MAIL: Certs@OdellStudner.com	FAX (A/C, No): 610-995-0105
	INSURER(S) AFFORDING COVERAGE	
INSURED A.C. Schultes of Florida, Inc. 11865 US Highway 41 South Gibsonton FL 33534	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: Travelers Property Casualty Company of America 25674	
	INSURER C: Allied Insurance Company of America 10127	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 705650365

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO038070909	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP038071009	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ \$10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2S94663124NF	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC038070809	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution (SIR \$25k) Professional Liability (SIR \$25K)			03129434	7/1/2024	7/1/2025	Limit Occ./Agg \$2MM/\$2MM Limit Occ./Agg \$1MM/\$1MM

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved

**Attachment C
Human Trafficking Affidavit**

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

The undersigned, on behalf of A.C. Schultes of Florida, Inc.
(the "Nongovernmental Entity"), hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - "Labor" means work of economic or financial value.
 - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

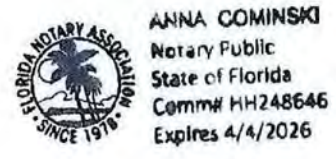
I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: 2/12/2025
Printed Name: Gregory Schultes Title: V.P.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2025, by Gregory Schultes, as Vice President on behalf of the Nongovernmental Entity. They are personally known to me or have produced _____ as identification.

Anna Cominski
Signature of Notary Public
Anna Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/2026





DOCUMENT PROCESSING FORM

Date: 3-3-25 Requester Name: Mursal Mzee
 Department: Procurement Service Extension: 407 473 2931
 Title of Document: Water wells Maintenance Agreement
 Project Number: IFB-23-004 Project Name: _____

Step 1 - Document Type:	Step 2 - Required Actions/Supporting Documents:
<input type="checkbox"/> Sub-Metering Agreement	
<input type="checkbox"/> Lift Station Closing	
<input type="checkbox"/> Recoverable License Agreement	
<input type="checkbox"/> Notice of Satisfaction	<input type="checkbox"/> Customer Account Ledger attached
<input type="checkbox"/> Notice of Lien	<input type="checkbox"/> Letter to Customer re Lien Issue attached <input type="checkbox"/> Customer Account Ledger attached <input type="checkbox"/> Signed Promissory Note from Customer attached
<input type="checkbox"/> Developer Service Agreement	<input type="checkbox"/> DSA Checklist (signed) attached
<input type="checkbox"/> Other: _____	<input type="checkbox"/> List any required pre-actions/supporting information:
<input checked="" type="checkbox"/> BOARD DOCUMENTS (Board signatures required)	<input checked="" type="checkbox"/> Board Meeting Date: <u>03-12-25</u> Agenda Item # <u>70</u> <input type="checkbox"/> Board Already Delegated Authority? Date provided: _____
<input checked="" type="checkbox"/> HUMAN TRAFFICKING AFFIDAVIT – Required for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.	
Department Sign-Off:	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
<input type="checkbox"/> Attest/Notary Required	
<input type="checkbox"/> Executed Document to Legal for Recording (including ILAs):-	<input type="checkbox"/> Osceola <input type="checkbox"/> Orange <input type="checkbox"/> Polk
<input type="checkbox"/> CEO-signed document Received for Recording:-	Sent for Recording:-
<input type="checkbox"/> Scan to Laserfiche & Notify Requestor	
<input type="checkbox"/> Return to Requestor	
Requestor Notes:	Legal Admin Notes:

IFB-25-004-01
FIRST AMENDMENT TO THE AGREEMENT FOR
MAINTENANCE AND REPAIR OF WATER WELLS AND WATER PUMPS

THIS FIRST AMENDMENT (the “**First Amendment**”) is made and entered into between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, with a principal address of 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**Toho**”) and **A.C. SCHULTES OF FLORIDA, INC.**, a Florida profit corporation with a principal address of 11865 US Highway 41 South, Gibsonton, FL 33534, (“**Contractor**”). Toho and the Contractor may be individually referred to as a “**Party**” or collectively as the “**Parties**”.

- A. Renewal of Agreement.** The agreement numbered IFB-25-004-01 (the “**Agreement**”) and dated March 12, 2025, which expires on February 11, 2026, is hereby renewed for a period of one additional one-year term pursuant to Section 2 of the Agreement. The term of this renewal shall begin on February 12, 2026, and expire on February 11, 2027, (the “**Renewal Term**”). There is one more option to renew this agreement between the Parties for another period of one additional one-year term remaining.
- B. Change in Compensation.** Notwithstanding any provision to the contrary in the Agreement, the total compensation owed to the Contractor during the Renewal Term shall be determined based on Toho’s usage of the Contractor and shall not exceed \$600,000.00 (the “**Not to Exceed Amount**”) for the cumulative cost of services of the Contractor and the Additional Contractor.
- C. Anti-Human Trafficking.** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto as Attachment A to Toho.
- D. Full Force and Effect; Conflicts.** This First Amendment shall be effective upon execution by both parties. Except as otherwise stated herein, the terms and conditions of the Agreement, as may be previously amended, shall remain in full force and effect during the Renewal Term. In the event of a conflict between this First Amendment and the Agreement, this First Amendment shall prevail. The Agreement, as amended, represents the full and complete understanding and agreement between the Parties.

SIGNATURES ON FOLLOWING PAGE

By their duly authorized representatives, the Parties have executed this First Amendment.

A.C. SCHULTES OF FLORIDA, INC.

By: _____
Print Name: Gregory Schultes
Title: Vice President

Attest: _____
Print Name: Jeff DeMatte
Title: Secretary

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Henry Thacker
Title: Chairman Board of Supervisors

Attest: _____
Print Name: Tom White
Title: Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of November, 2025 by Gregory Schultes, as Vice President of A.C Schultes of Florida, Inc., a Florida profit corporation on behalf of the company/corporation. They are personally known to me or have produced _____ as identification.



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Anna Cominski
Signature of Notary Public
Anne Cominski
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/4/26

**Attachment A
Human Trafficking Affidavit**

Instructions: "Nongovernmental Entity", defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority ("Toho"), must complete the following form. The terms "Contract" and "Agreement" may be used interchangeably.

Nongovernmental Entity Name	AC Schultes, Inc.
Solicitation/Contract Number(s):	IFB-25-004-01

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

- A. The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract with entities that use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.
- B. The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.
- C. The Nongovernmental Entity understands and affirms that if at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify Toho and no contracts may be executed, renewed, or extended with Toho.

The undersigned hereby represents that they: make the above attestation based upon personal knowledge; are over the age of 18 years and otherwise competent to make the above attestation; and are authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity.

Under penalties of perjury, the undersigned declares that they have read and understand the contents of the foregoing document and that the facts stated in it are true.

Authorized Signature: _____
 Printed Name: Gregory Schultes
 Title: Vice President
 Date: 11/06/2025

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of November, 2025, by Gregory Schultes, as Vice President on behalf of the Nongovernmental Entity. They are personally known to me or have produced _____ as identification.

Anna Cominski
 Signature of Notary Public
Anna Cominski
 Name of Notary Typed, Printed or Stamped
 My Commission Expires: 4/4/26



ANNA COMINSKI
 Notary Public
 State of Florida
 Comm# HH248646
 Expires 4/4/2026



DOCUMENT PROCESSING FORM

Date: 12/17/25 Requester Name: Mursal Mzee
 Department: Procurement Service Extension: 407 473 2931
 Title of Document: Maintenance & Repair of water wells
 Project Number: IFB-25-004-01 Project Name: ↑

Step 1 - Document Type	Step 2 - Required Actions/Supporting Documents
<input type="checkbox"/> Sub-Metering Agreement	
<input type="checkbox"/> Lift Station Closing	
<input type="checkbox"/> Recoverable License Agreement	
<input type="checkbox"/> Notice of Satisfaction	<input type="checkbox"/> Customer Account Ledger attached
<input type="checkbox"/> Notice of Lien	<input type="checkbox"/> Letter to Customer re Lien Issue attached <input type="checkbox"/> Customer Account Ledger attached <input type="checkbox"/> Signed Promissory Note from Customer attached
<input type="checkbox"/> Developer Service Agreement	<input type="checkbox"/> DSA Checklist (signed) attached
<input type="checkbox"/> Other: _____	<input type="checkbox"/> List any required pre-actions/supporting information:
<input checked="" type="checkbox"/> BOARD DOCUMENTS (Board signatures required)	<input checked="" type="checkbox"/> Board Meeting Date: <u>12/17/25</u> Agenda Item # <u>7H</u> <input type="checkbox"/> Board Already Delegated Authority? Date provided: _____
<input checked="" type="checkbox"/> HUMAN TRAFFICKING AFFIDAVIT - Required for Agreements and Contracts (check to confirm Affidavit is attached)	
Step 3 - Sign Off Panel: attached document has been reviewed/approved for CEO/Board signature.	
Department Sign-Off:	
Legal Owner/Parcel ID checked:	
General Counsel Sign-Off:	
Step 4 - Actions Post CEO/Board Signature	
<input type="checkbox"/> Attest/Notary Required	
<input type="checkbox"/> Executed Document to Legal for Recording (including ILAs):-	<input type="checkbox"/> Osceola <input type="checkbox"/> Orange <input type="checkbox"/> Polk
<input type="checkbox"/> CEO-signed document Received for Recording:-	Sent for Recording:-
<input type="checkbox"/> Scan to Laserfiche & Notify Requestor	
<input checked="" type="checkbox"/> Return to Requestor	
Requestor Notes:	Legal Admin Notes:

Exhibit 2
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 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
<input checked="" type="checkbox"/> 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.	
<p>This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.</p>	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ 500,000 Each Occurrence Owned/Non-owned/Hired Automobile Included
<input checked="" type="checkbox"/> 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per Occurrence
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input checked="" type="checkbox"/> 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.	
<input checked="" type="checkbox"/> 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.

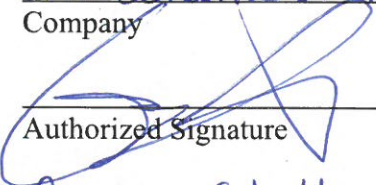
=====

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.

A.C. Schultes of Florida, Inc.
Company

11865 US Hwy 41 S.
Address


Authorized Signature

Gibsonton, FL 33534
City, State, Zip Code

Gregory Schultes, V.P.
Printed Name & Title

813 741 3010
Telephone No.

Greg.acsfl@acschultes.com
Email

813 741 3010
Fax No.

Acrisure

Insurance Agency

Maria Amanto
Signature of Proposer's Agent

Exhibit 3
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Mount Dora** (the "Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

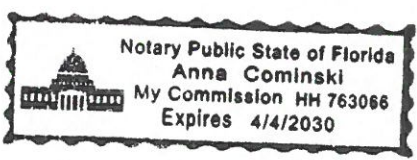
[Signature]
 Authorized Signature
Gregory Schultes
 Printed Name

A.C. Schultes of Florida, Inc.
 Entity
Vice President
 Title

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged and sworn before me by means of physical presence or online notarization of Gregory Schultes, as Vice President of A.C. Schultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4th day of May, 2026.
 (stamp)

[Signature]
 NOTARY PUBLIC





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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of FDEP Vehicle Grant Agreement (Dump and Grapple Trucks)

Introduction:

This is a request for City Council to approve Florida Department of Environmental Protection grant agreement VW409.

Discussion:

FDEP has awarded the City of Mount Dora \$406,713 through the Diesel Emissions Mitigation Program - Volkswagen Settlement for the purchase of two new Class 4-7 trucks to replace eligible higher-emitting diesel trucks in the City fleet. The grant requires no City matching funds and reimburses eligible equipment costs after the City completes the grant tasks and submits the required documentation.

The agreement supports two replacement truck units: a Freightliner 47X with an eligible reimbursement amount of \$216,413 and a Freightliner M2 106 with an eligible reimbursement amount of \$190,300. The new trucks will support public works and waste management activities, including routine maintenance, tree and debris operations, and storm response. Replacing older diesel equipment will improve fleet reliability, reduce emissions, and help the City continue providing responsive public services to residents.

The agreement becomes effective upon execution and expires March 31, 2027. Required grant tasks include certification of the trucks to be replaced, purchase and delivery of the new trucks, permanent scrapping and certification of the replaced diesel trucks, and submittal of invoices, proof of payment, photographs, a summary detail spreadsheet, and property reporting documentation.

Budget Impact:

Vehicle Grant from the State (added in budget amendment 2026-06):

- Budgeted revenue amount (GL #421-0000-334.32-02– State Grant): \$408,000
- Grapppler Truck expense (GL421-5555-580.64-01): \$191,000
- Dumpbed Truck expense (GL421-5555-580.64-01): \$217,000
- Total budgeted expense: \$408,000

Strategic Impact:

Initiative 3: Strengthen and expand Mount Dora’s infrastructure.

Goal 8: Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.

The project advances this initiative by replacing aging fleet equipment used to maintain public infrastructure, support storm response, and deliver essential services.

Recommendation:

City Council approve FDEP Standard Grant Agreement No. VW409; authorize the City Manager to execute the agreement and related documents, subject to review and approval by the City Attorney as to form and legality; and authorize staff to take all necessary actions to administer the grant, purchase the replacement vehicles, complete the required scrapping process, and submit reimbursement documentation.

Attachment(s):

1. 06.02.2026.FDEP Truck Grant.DEP Agreement No. VW409_City of Mount Dora_FINAL - FOR SIGNATURE (1)

Prepared by: Andrew Marsian, Public Works and Utilities Director

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 - 5/19/2026

Approved - 5/20/2026

Approved - 5/21/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Class 4-7 Garbage Truck Project Agreement Number: VW409

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Mount Dora Entity Type: Govt Entity - City
Grantee Address: 510 North Baker St
Mount Dora, Florida 32757 FEID: F59-6000380-012
(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: March 31, 2027

4. Project Number: N/A Project Location(s): Lake County, Florida
(If different from Agreement Number)
Project Description: For the purchase of new Class 4-7 garbage trucks to replace higher-emitting diesel Class 4-7 trucks.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
406,713.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA #1763 2020-2021 FY	\$ 406,713.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 406,713.00

<p>6. Department's Grant Manager Name: <u>Marnie Brynes</u> or successor Address: <u>FL Dept of Environmental Protection 2600 Blairstone Road, MS# 5500 Tallahassee, Florida 32399-2400</u> Phone: <u>(850) 717-9029</u> Email: <u>Marnie.Brynes@FloridaDEP.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Andrew Marsian</u> or successor Address: <u>Public Works & Utilities Department 401 Limit Ave. Mount Dora, Florida 32757</u> Phone: <u>(352) 735-7100 Ext. 1845</u> Email: <u>marsiana@mountdora.gov</u></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input checked="" type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Worksheet 1 - Diesel Truck Eligibility Certification; Worksheet 2 - Certificate of Truck Engine and Chassis Destruction	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Mount Dora	GRANTEE
Grantee Name	
By _____ <i>(Authorized Signature)</i>	Date Signed _____
Print Name and Title of Person Signing _____	

State of Florida Department of Environmental Protection	DEPARTMENT
Secretary or Designee	
By _____	Date Signed _____
Print Name and Title of Person Signing _____	

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

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- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

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- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

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- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. VW409**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is for the purchase of Class 4-7 garbage trucks. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 12, 2026 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses/Supplies
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Class 4-7 Garbage Truck Project. This project is for the purchase of new trucks to replace eligible diesel trucks owned by the City of Mount Dora (Grantee) and operating in Lake County, Florida, for the purpose of reducing diesel air emissions from the Grantee's truck fleet and providing and supporting waste management activities.

PROJECT LOCATION: The project will replace eligible diesel trucks located in Lake County, Florida, with new truck units to be operated at the same location.

PROJECT BACKGROUND: Between November 24, 2025, and December 23, 2025, the Grantee completed a Class 4-7 Garbage Truck Project Application Worksheet in response to the Florida Department of Environmental Protection (Department) Notice of Funding Availability published in the Florida Administrative Register and the Department's Diesel Emissions Mitigation Program webpage on November 24, 2025.

PROJECT DESCRIPTION: The Grantee will purchase two (2) new trucks to replace two (2) existing eligible diesel trucks on a one-to-one basis. The new trucks will operate in Lake County, Florida. For each new truck purchased under this Grant Agreement, the Grantee must scrap at least one eligible diesel truck consistent with the scrappage requirements of the Department's Diesel Emissions Mitigation Program. The Department will reimburse the Grantee a fixed dollar amount for each new truck purchased under this Grant Agreement. Reimbursement will be in the form of a rebate to which the Grantee will be entitled upon submission to the Department of proof of purchase and receipt of each new truck and submission to the Department of proof of the permanent disabling and scrapping of the requisite number of eligible diesel trucks. The Grantee, in consultation with the Department, must determine the eligibility of existing diesel trucks prior to scrapping. The Grantee is responsible for all costs associated with scrapping.

TASKS: This Grant Agreement requires the Grantee to complete four tasks prior to submitting Exhibit C Payment Request Summary Form, its reimbursement request, to the Department. For **Task 1**, the Grantee will identify the existing eligible diesel trucks that the Grantee proposes to scrap and submit specific information to the Department on **Worksheet 1 (Diesel Truck Eligibility Certification)** for the Department's review and approval. For **Task 2**, the Grantee will purchase and receive delivery of new trucks. For **Task 3**, the Grantee will complete the scrapping process and submit a completed **Worksheet 2 (Certificate of Truck Engine and Chassis Destruction)** for each scrapped truck. For **Task 4**, the Grantee will submit to the Department documentation of the purchase and receipt of the new trucks, including a photo of each new truck, an invoice for each truck, proof of payment for each truck, a Summary Detail Spreadsheet, and a completed and signed Exhibit B Property Reporting Form.

Unless otherwise indicated, all documentation fulfilling a Task should be submitted electronically to the Grant Manager and the Alternate Contact. The Grant Manager and Alternate Contact are:

Grant Manager:
Marnie Brynes
Marnie.Brynes@FloridaDEP.gov
850-717-9029

Alternate Contact:
Preston McLane
Preston.McLane@FloridaDEP.gov
850-717-9041

Task 1: Certify Eligibility of Diesel Trucks to be Scrapped

Deliverables: The Grantee must certify the eligibility of diesel trucks that the Grantee intends to scrap by completing and submitting to the Department **Worksheet 1 – Diesel Truck Eligibility Certification**. The following eligibility requirements must be certified in order for the Grantee to qualify for reimbursement:

1. Eligible trucks must be diesel fueled and have an engine manufacture year of 2009 or older and have a Class 4 through Class 7 gross vehicle weight rating (GVWR).
2. Eligible trucks must be capable of meeting the scrapping requirement, which is as follows:
 - The existing diesel truck must be permanently disabled by: (1) making a three-inch diameter hole in the engine block; **and** (2) cutting the chassis in half between the axles **or** rendering the chassis incapable of being reused or repurposed as a vehicle by some other method agreed upon in writing between the Grantee and Department. (The scrapping requirement will be fulfilled through the Grantee’s completion of **Task 3** [“Scrap and Certify Destruction of Replaced Diesel Trucks”] which includes the Grantee’s submittal of **Worksheet 2 – Certificate of Truck Engine and Chassis Destruction** (described under **Task 3** below).

Documentation: Task 1 will be complete when the Grantee has submitted to the Department **Worksheet 1**, together with accompanying documentation, and the Department has acknowledged receipt of the Certification and approved the Grantee’s list of eligible existing diesel trucks available for scrapping.

Information to be included in **Worksheet 1**:

1. Diesel Truck Manufacturer/Model and VIN;
2. Engine Model Year;
3. Engine Serial Number;
4. Vehicle Class;
5. Vehicle Usage (in operating hours, fuel consumption, and miles per year).

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the Grantee’s deliverables meet the requirements described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed to Task 2.

Task 2: Purchase and Receive Delivery of New Trucks

Deliverables: The Grantee will order two (2) new trucks to replace the units identified in **Worksheet 1 – Diesel Truck Eligibility Certification** on a one-to-one basis. The Grantee must purchase one new qualifying truck for every one existing eligible diesel truck the Grantee intends to scrap as a condition of eligibility for reimbursement. The Grantee will receive delivery of new trucks at a location operated by the Grantee. Upon receipt, the Grantee will confirm that the new

trucks are fully operational and appropriate for use in providing and supporting waste management activities in the communities served by the Grantee.

Documentation: The Grantee shall prepare for eventual submittal to the Department’s Grant Manager: (1) written documentation of the order and purchase of new trucks in the form of paid invoices describing the make, model, and specifications of the new trucks; and (2) written and photographic documentation of the Grantee’s receipt of the fully operational new trucks at a location operated by the Grantee.

Performance Standard: The Department’s Grant Manager is available to consult with the Grantee and review the documentation to verify that the deliverables meet the program requirements as described above.

Task 3: Scrap and Certify Destruction of Replaced Diesel Trucks

Deliverables: For each eligible diesel truck scrapped, the Grantee will complete and submit to the Department **Worksheet 2 – Certificate of Diesel Engine and Chassis Destruction**. Worksheet 2 must be submitted within ninety (90) days of receipt of each new truck. The 90-day time period for the Grantee to complete the scrapping and destruction certification requirement begins when the Grantee receives the new truck at a location operated by the Grantee. The Grantee may complete the scrapping and certificate of destruction prior to taking delivery of the replacement truck, if feasible. The Grantee will complete the destruction requirement through the following two-step “scrapping” process:

1. Cutting a three-inch diameter hole in the engine block (the part of the engine containing the cylinders); and
2. Cutting the chassis in half at any point between the axles or rendering the chassis incapable of being reused or repurposed as a vehicle by some other method agreed upon in writing between the Grantee and Department.

Documentation: Evidence of destruction is required and includes the following documentation submittal of **Worksheet 2**, which includes key information about the scrapped diesel truck and incorporates, at a minimum, digital photographs of a side profile of the diesel truck, the engine tag (showing serial number and engine model year), the engine block prior to destruction, the destroyed engine block, and the severed chassis.

Note: Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. seats, tires). All photographic requirements are detailed on **Worksheet 2**.

Performance Standard: Proper destruction of the eligible diesel truck pursuant to the Agreement. The Department’s Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department’s Grant Manager of all deliverables under this task, the Grantee may proceed with **Task 4**.

Task 4: Submit Invoices and Proof of Payment Documentation

Deliverables: The Grantee will submit to the Department documentation of the purchase and receipt of a specified number of trucks.

Documentation: Documentation will consist of notification to the Department stating the number of trucks ordered, received, inspected, paid, and operational in the Grantee's fleet, a photograph of each new truck, an invoice for each truck, proof of payment for each truck, a Summary Detail Spreadsheet, and a completed and signed Exhibit B Property Reporting Form.

Performance Standard: Upon receipt of the Grantee's required documentation of the purchase and receipt of new trucks and the scrapping of the requisite number of eligible diesel trucks, the Department will submit to the Grantee notification stating that Tasks 1-4 have been received, reviewed, and approved.

Exhibit C Payment Request Summary Form, Grantee's Reimbursement Request

After all four (4) Tasks have been completed by the Grantee and approved by the Department, the Department will request a completed and signed Exhibit C Payment Request Summary Form, Grantee's Reimbursement Request, be submitted by the Grantee. Upon receipt of Exhibit C Payment Request Summary Form by the Department, the Department will process the request and remit payment to the Grantee.

PROJECT TIMELINE AND BUDGET DETAIL

PROJECT TIMELINE: All tasks must be completed by the grant end date of March 31, 2027.

Task No.	Task Title	Task Start Date	Task End Date
1	Certify Eligibility of Diesel Trucks to be Scrapped	Any time after Grant execution date.	When submitted to the Department and approved.
2	Purchase and Receive Delivery of New Trucks	Any time after Department has approved Task 1	When new truck units are delivered and photo documented.
3	Scrap and Certify Destruction of Diesel Engine and Chassis	Any time after Grant execution date, but no later than ninety (90) days from receipt of new truck(s).	When submitted to the Department and approved.
4	Submit Invoices and Proof of Payment Documentation	Within 90 days of receipt of new trucks and scrapping of eligible diesel trucks.	When submitted to the Department and approved, but no later than February 28, 2027.

BUDGET DETAIL: Cost reimbursable grant funding must not exceed the budget amounts indicated below.

New Truck Unit Description	Cost per Unit	DEP Reimbursement per Unit	Grantee Total Unit Cost Share
<u>Freightliner 47X</u>	\$216,413.00	\$216,413.00	\$0.00
<u>Freightliner M2 106</u>	\$190,300.00	\$190,300.00	\$0.00
TOTAL	\$406,713.00	\$406,713.00	\$0.00

Note: The Grantee Total Project Cost Share is estimated based upon information the Grantee provided to the Department in the Grantee’s initial application for project funding and during the grant initiation process. The DEP Grant Reimbursement per Unit cannot exceed the unit costs specified in the table above, and this provision of the Grant Agreement may not be amended. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with any requests for extension.

* * *

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
VW409	Department of Environmental Protection GAA # 1763	2020-2021 FY	37.102	Diesel Emissions Mitigation Program – Volkswagen Settlement	\$406,713.00	080083
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$406,713.00	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE PURCHASE OF NEW CLASS 4-7 GARBAGE TRUCKS
GRANT PROGRAM**

ATTACHMENT 6

The following requirements supersede paragraph 8.i of Attachment 1, Standard Terms and Conditions:

Final Payment Request.

A final payment request should be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to the Attachment 3, Grant Work Plan, must be performed on or before the completion date of the Agreement, and the subsequent thirty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	Agreement No.
Project Number and Title:	
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	
Telephone Number:	
Reporting Period:	
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p>	

This report is submitted in accordance with the reporting requirements of DEP Agreement No. **Agreement No.** and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___ Agreement No. ___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
Supplies	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

Exhibit C, DEP Agreement #: Agreement No.

1 of 4

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of
 (Print name of Grantee's Grant Manager designated in the Agreement)
 _____, do hereby certify for
 (Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

 Grantee's Grant Manager Signature

 Print Name

 Telephone Number

 Grantee's Fiscal Agent Signature

 Print Name

 Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee’s agency.
GRANTEE’S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the “*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*” line for the “*AMOUNT OF THIS REQUEST*” column.

GRANT EXPENDITURES SUMMARY SECTION:

“AMOUNT OF THIS REQUEST” COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the “*TOTAL AMOUNT*” line. Enter the amount of the task on the “*TOTAL TASK BUDGET AMOUNT*” line. Enter the total cumulative amount of this request **and** all previous payments on the “*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*” line. Deduct the “*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*” from the “*TOTAL TASK BUDGET AMOUNT*” for the amount to enter on the “*TOTAL REMAINING IN TASK*” line.

“TOTAL CUMULATIVE PAYMENT REQUESTS” COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the “*TOTALS*” line. **Do not enter anything in the shaded areas.**

“MATCHING FUNDS” COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the “*TOTAL AMOUNT*” line for this column. Enter the match budget amount on the “*TOTAL TASK BUDGET AMOUNT*” line for this column. Enter the total cumulative amount of this and any previous match claimed on the “*LESS TOTAL CUMULATIVE PAYMENTS OF*” line for this column. Deduct the “*LESS TOTAL CUMULATIVE PAYMENTS OF*” from the “*TOTAL TASK BUDGET AMOUNT*” for the amount to enter on the “*TOTAL REMAINING IN TASK*” line.

“TOTAL CUMULATIVE MATCHING FUNDS” COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled “*TOTALS*.” The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE’S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee’s Grant Manager as identified in the grant agreement and the Grantee’s Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Worksheet 1

Diesel Truck Eligibility Certification

The Grantee must certify the eligibility of the trucks being replaced. Grantee may attach an Excel spreadsheet instead of completing the tables on this Worksheet.

- Are the trucks being replaced engine model year 2009 or older?

Yes _____ or No _____

Please provide the required eligibility information for the trucks being replaced by completing the table below:

	Vehicle Manufacturer/ Model	Vehicle Identification Number (VIN)	Engine Serial Number	Engine Model Year	Vehicle Class
1					
2					
3					

- Will these trucks be scrapped according to the requirements under Task 3 of the Grant Work Plan? (Scraping is defined as: (1) rendering the engine inoperable by cutting a three-inch hole in the engine block; and (2) disabling the chassis by cutting the vehicle's frame rails between the front and rear axles.)

Yes _____ or No _____

- For the Department to calculate an accurate emissions benefit, please complete the table below. The Grantee may provide the Department with any available documentation of annual hours of operation, idling hours, and fuel consumption together with this Worksheet. If documentation of actual idling hours, operating hours, and fuel consumption are not available, the Grantee will provide a detailed explanation as to how the Grantee derived these values.

	Engine Serial Number	Annual Hours of Operation (Estimated)	Annual Idling Hours (Estimated)	Annual Fuel Consumption (gallons)	Annual Miles (Estimated)
1					
2					
3					

The Grantee certifies the accuracy of the information provided in this Worksheet and has attached the required documentation to prove the eligibility of the trucks being replaced.

Signature: _____

Date: _____

Worksheet 2

Certificate of Truck Engine and Chassis Destruction

This Worksheet must be completed for each truck that the Grantee scraps.

Grantee Name: _____

Grantee Address: _____

Scrapped Truck Information (this information should correspond to Worksheet 1)

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	_____ miles
Year:			

Scrapped Engine Information (this information should correspond to Worksheet 1)

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:			

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

Grantee Authorized Representative:

Date engine/chassis disabled: _____

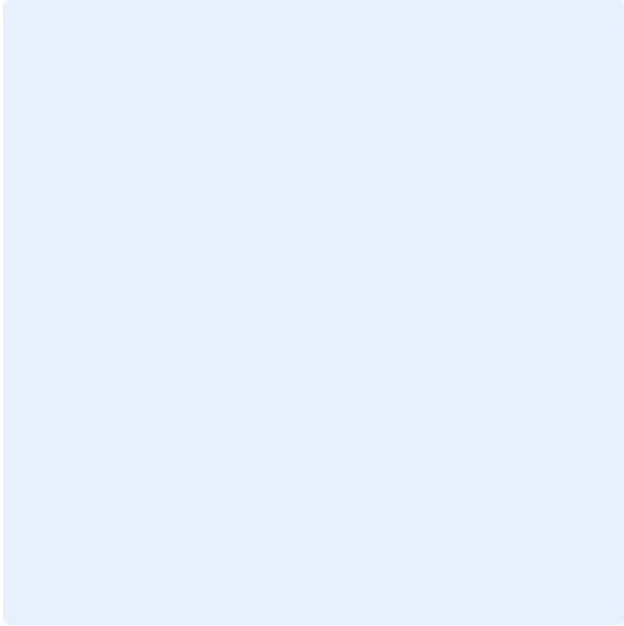
Statement: I certify that the engine and chassis of the diesel truck described above have been permanently disabled. (Disabling the engine consists of cutting, drilling, or punching a three-inch diameter hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle at a point located between the front and rear axles. Photographs of the permanently disabled engine and chassis are included in this Certificate of Truck Engine and Chassis Destruction.)

Name: _____
Print Name

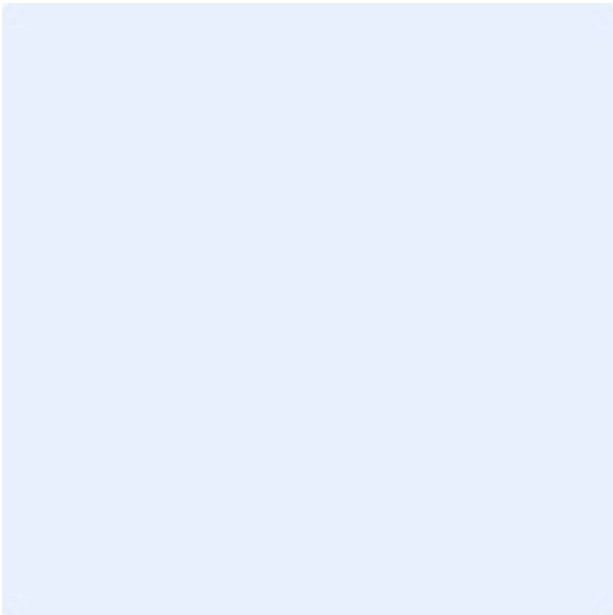
Signature: _____ Date: _____

Please embed within this Word document photographs of the truck being scrapped.

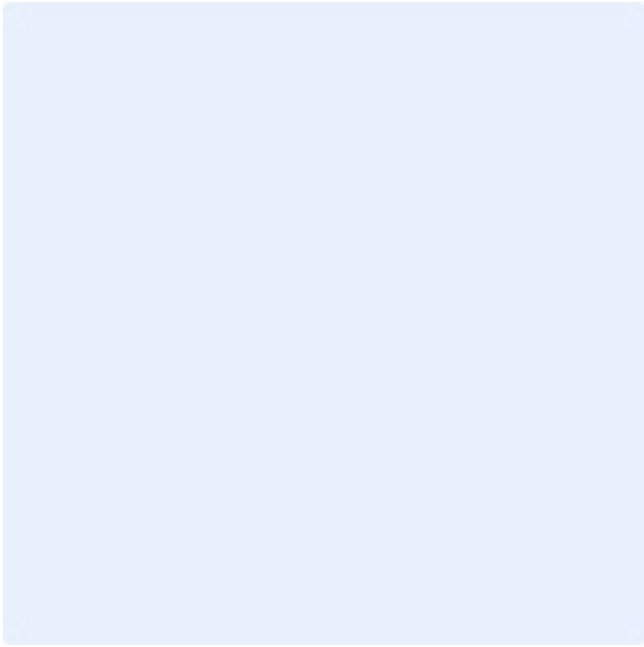
1) Side profile of the truck:



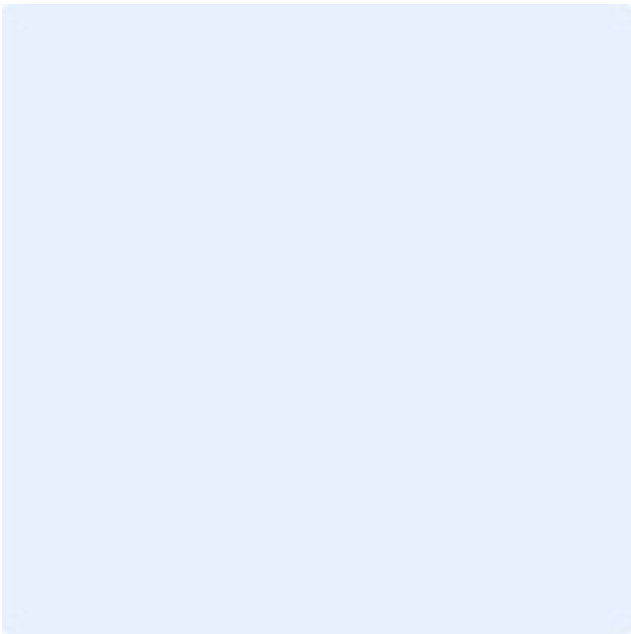
2) Vehicle Identification Number/Plate (VIN):



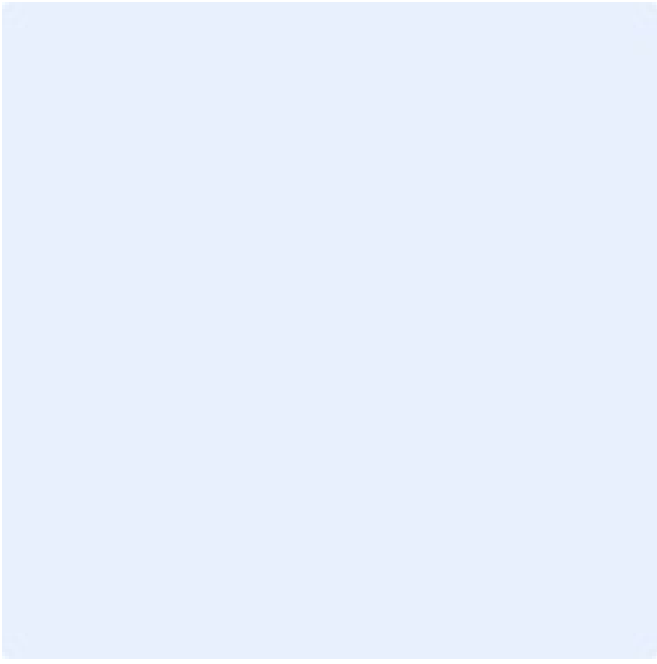
3) Engine information label:



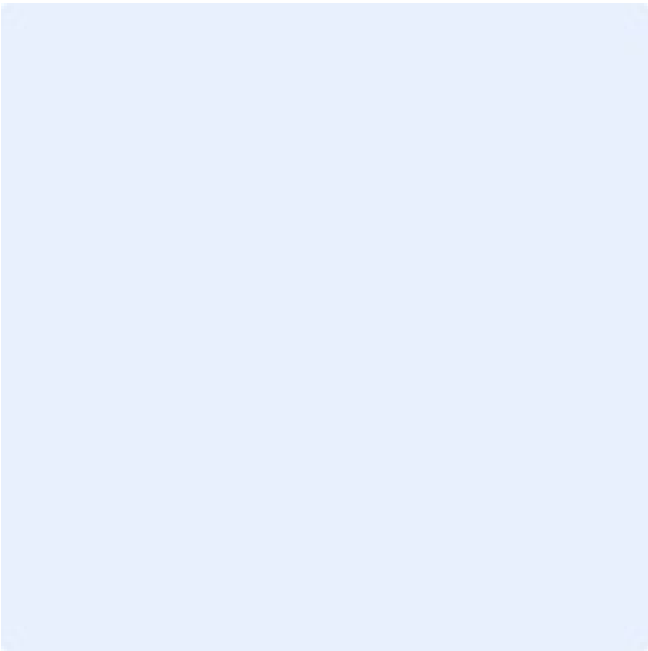
4) Chassis rail cut in half between front and rear axles:



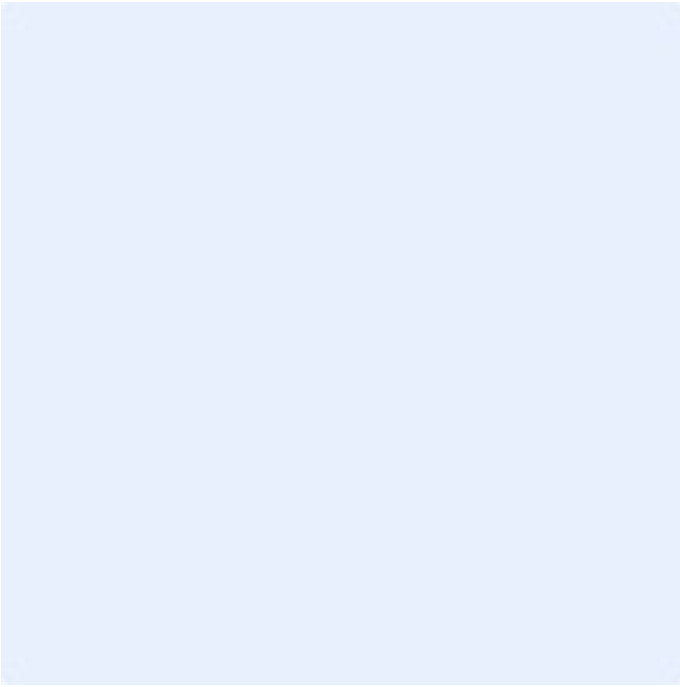
5) Engine block prior to scrappage hole being cut:



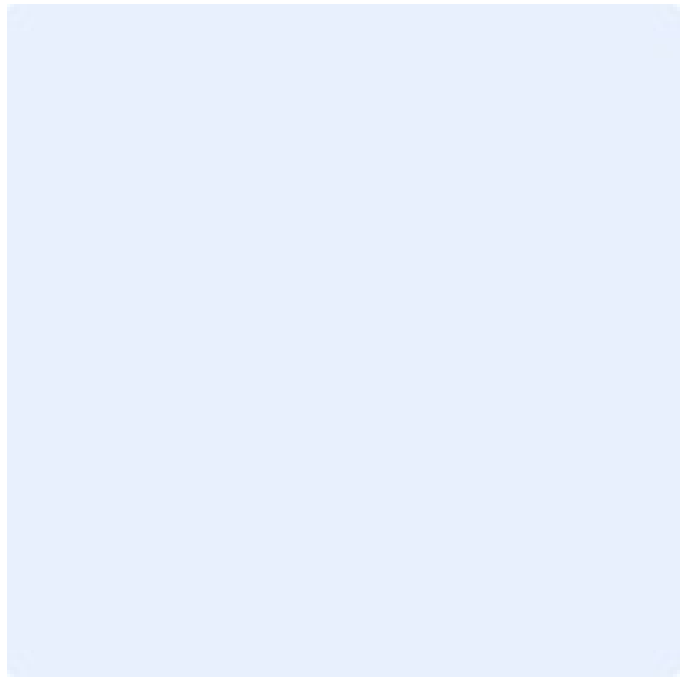
6) Engine block with scrappage hole cut:



7) Other photo documentation (as needed):



8) Other photo documentation (as needed):





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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Thirtieth and Thirty-first 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 Thirtieth and Thirty-first 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
24th	04/13/2026	04/21/2026	04/20/2026
25th	04/20/2026	04/21/2026	04/27/2026
26th	04/27/2026	05/05/2026	05/04/2026
27th	05/04/2026	05/05/2026	05/11/2026
28th	05/11/2026	05/19/2026	05/18/2026
29th	05/18/2026	05/19/2026	05/25/2026
30th	05/25/2026	06/02/2026	06/01/2026
31st	06/01/2026	06/02/2026	06/08/2026

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 Thirtieth and Thirty-first Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 06.02.2026.THIRTIETH EXTENSION OF RESOLUTION 2025-45
2. 06.02.2026.THIRTY-FIRST 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 - 5/19/2026

Approved - 5/20/2026

Approved - 5/20/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

THIRTIETH 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 May 25, 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 June 1, 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

THIRTY-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

Thirty-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 June 1, 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 June 8, 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: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate — RFQ 26-FD-016 "Construction Manager at Risk (CMAR) Services for the Fire Station #34 Renovation and Construction of New Administrative Building Projects"

Introduction:

This is a request for City Council to approve the final ranking for RFQ #26-FD-016, Construction Manager at Risk (CMAR) Services for the Fire Station #34 Renovation and Construction of New Administrative Building Projects, and authorize staff to enter into negotiations with the top-ranked firm, D.E. Scorpio Corporation.

Discussion:

The City issued RFQ #26-FD-016 to procure Construction Manager at Risk (CMAR) services for the renovation of Fire Station #34 and the construction of a new Administrative Building. These projects are intended to support the continued operational needs of the Fire Department and provide modernized facilities that enhance service delivery, operational efficiency, and long-term functionality for City staff and emergency response personnel.

The Fire Station #34 renovation project will address facility improvements necessary to maintain a safe, functional, and efficient working environment for fire personnel while extending the useful life of the existing station. The new Administrative Building will provide additional operational and administrative space needed to support the Department's growing service demands and future organizational needs.

On March 31, 2026, RFQ #26-FD-016 was issued. Twelve (12) timely proposals were received by the submission deadline of May 4, 2026, at 2:00 p.m. The Evaluation Committee met on May 11, 2026, to review, discuss, and score the proposals received in response to the RFQ. Based on the committee's evaluation of qualifications, experience, and project approach, the firms were ranked from highest to lowest and the top five (5) ranked firms were shortlisted to participate in individual Presentation/Question & Answer sessions with the Evaluation Committee, on May 18, 2026.

Following the presentations and final evaluation process, the firms were ranked as follows:

1. D.E. Scorpio Corporation
2. Biltmore Construction Company, Inc.
3. Charles Perry Partners, Inc.
4. H.J. High Construction Company
5. Mulligan Constructors, Inc.

The Evaluation Committee recommends approval of the final ranking and authorization to enter into negotiations with the top-ranked firm for a pre-construction services agreement. If negotiations with the top-ranked firm are unsuccessful, negotiations will be terminated and initiated with the next highest-ranked firm until a successful agreement is reached. Additional details regarding the evaluation scoring and final ranking are included in the attached documentation.

Budget Impact:

Fire Station #34 Renovation project

- Budgeted amount in FY25-26 Budget (GL #310-5555-580.62-34-FA2407): \$6,541,222
- No budget impact from this item as this is requesting approval of ranking and authorization to negotiate.

Strategic Impact:

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

Goal 7 – Develop new infrastructure to support sustainable growth management

Objective 7.2 – Maintain and improve public facilities and infrastructure necessary to support essential City operations and emergency response services.

Strategic Initiative 4 – Provide High-Quality Services

Goal 9 – Provide responsive and effective public safety services to protect the health, safety, and welfare of the community.

Objective 9.1 – Maintain and enhance facilities, equipment, and operational capabilities that support Fire Department personnel and emergency response functions.

Recommendation:

City Council to approve the final ranking and authorize staff to enter into negotiations for Construction Manager at Risk (CMAR) Services under RFQ #26-FD-016, “Construction Manager at Risk (CMAR) Services for the Fire Station #34 Renovation and Construction of New Administrative Building Projects,” with the top-ranked firm, D.E. Scorpio Corporation.

Attachment(s):

1. Attachment #1 RFQ 26-FD-016 CMAR Services- FS 34 Reno and Cons of New Fire Admin
2. Attachment #2 CMAR FS#34.Solicitation Response.Required Forms
3. Attachment #3 Notice of Intent To Award - RFQ 26-FD-016

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

Joseph Hightower, Fire Chief

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/19/2026

Approved - 5/19/2026

Approved - 5/19/2026

Approved - 5/19/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

Request for Qualification

RFQ #26-FD-016



**CITY OF
MOUNT
D O R A**

**Construction Manager at Risk
(CMAR) Services – Fire
Station #34 Renovation and
Construction of New
Administrative Building
Projects**

ATTACHMENT #1

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Qualifications, via electronic submission, under **RFQ #26-FD-016**. Qualifications will be received **until 2:00 p.m. on May 4, 2026**:

RFQ #26-FD-016

“Construction Manager at Risk (CMAR) Services – Fire Station #34 Renovation and Construction of New Fire Administrative Building Projects”

All meetings, unless noted otherwise, will be held via electronic meeting format. Please be advised that dates and times are subject to change and updates will be posted on the City of Mount Dora’s website at www.mountdora.gov, on www.demandstar.com, and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

ATTACHMENT #1

Electronic responses will be the only method allowed for Bidders to respond to this solicitation. **Electronic responses are to be provided via Euna/DemandStar only.** All submittals must be compatible with Microsoft Office 2007 or later. PDF files are acceptable. Bidding will be done through a secure locked box within the Euna/DemandStar system. Bidders can only view/submit their Bid and will not have access to any other Bidder's submittals. The Bidder's Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Bidders who are bidding for the first time are strongly encouraged to contact Euna/DemandStar by e-mailing questions to Euna/DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays, internet outages, or any technical issues caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from Euna/DemandStar you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your RFQ to ensure you have a complete, up to date package. The Bidder is responsible for verifying they have received all Bid Addenda.

For the purposes of this solicitation, the terms "Proposer," "Respondent," and "Contractor" may be used interchangeably, either with capitalization or without, and shall mean the entity submitting a response to this RFQ. In addition, the terms "Qualification," "Proposal," and "Response," may be used interchangeably, either with capitalization or without, and shall mean the completed written and properly signed submission in response to this RFQ by a Respondent.

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to ensure that it will be posted on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora (the "City") has issued this Request for Qualifications (the "RFQ") with the sole purpose and intent of obtaining Qualifications from interested and qualified Contractors/Firms offering to provide **CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES - FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS**. The selected CMAR will provide pre-construction and construction phase services, including but not limited to, cost estimating, constructability review, scheduling, coordination, and development of a Guaranteed Maximum Price (GMP). Renovations include interior renovations, HVAC upgrades, electrical improvements, and associated site work.

An award, if any, will be made to the best overall proposer(s) whose Qualifications is deemed the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the responses received.

B) Background

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The City serves an area of 12.26 square miles with a population of approximately 18,896. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City and is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City's Comprehensive Annual Financial Report for fiscal year 2023-2024 and in the City's Annual Budget for fiscal year 2025-2026. Copies of these documents may be viewed on www.mountdora.gov. The City is exempt from all state, local, and federal taxes.

C) **Inquiries**

Direct questions related to this RFQ to Whitney Donovan, Purchasing Coordinator, in writing at: donovanw@mountdora.gov. Please include the page and paragraph number for each question to ensure that questions asked are responded to correctly.

The only official answer or position of the City will be provided in writing from Whitney Donovan, Purchasing Coordinator, at donovanw@mountdora.gov. All inquiries and corresponding answers will be electronically distributed to all firms registered for this RFQ and posted on the City website (www.mountdora.gov) and Euna/DemandStar (www.demandstar.com).

D) **Method of Source Selection**

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 and 2024-36 (amendment) establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the RFQ. Qualifications deemed non-responsive may be rejected without being evaluated by the Evaluation Committee. A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline and includes the information required to be submitted with the Qualification. Poor formatting, poor documentation, and/or incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and desired elements of this RFQ do so at their own risk.

The Evaluation Committee will be appointed by the City Manager and comprised of a minimum of three (3) City employees. The Evaluation Committee will make a recommendation to the City Council who will make the final selection(s).

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

E) **Pre-Bid/Pre-Proposal Conference**

A Pre-Proposal Conference is not applicable to this RFQ.

F) **Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

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All Evaluation Committee meetings and any applicable Presentations/Interviews will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora Florida, 32757, unless noted otherwise.

Event	Date/Time
Issue/Advertise RFQ	March 31, 2026
Last Date for Receipt of Written Questions	April 14, 2026
Addendum Issued (If Applicable)	April 20, 2026
RFQ Opening Date & Time (via ZOOM)	May 4, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	May 11, 2026 @ 11:00 a.m.
Shortlisted Firm Presentations/Interviews (if requested)	May 19, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	May 19, 2026 12:30 p.m.
Notice of Recommendation	May 19, 2026
City Council Approval (anticipated)	June 2, 2026

2) GENERAL PROJECT DESCRIPTION AND SCOPE OF SERVICES

A) Purpose

The City of Mount Dora (the “City”) has issued this Request for Qualifications (the “RFQ”) with the sole purpose and intent of obtaining Qualifications from interested and qualified Contractors/Firms offering to provide CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS located at 1300 N Donnelly St., Mount Dora, FL 32757.

An award, if any, will be made to the best overall proposer(s) whose Qualifications is deemed the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ.

The successful CMAR will serve as the City’s representative and work with the City’s contracted Architect of Record (AOR). The City will require the CMAR to provide pre-construction services such as, but not limited to, production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, systems (electrical, mechanical, life safety, communications, etc.), and the development of a Guaranteed Maximum Price (“GMP”) proposal based on 100% completed construction documents.

The GMP will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated at a not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City’s Purchasing Division will work closely with the CMAR to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers. The City anticipates the lowest-priced responsive and responsible material supplier and subcontractors will be selected.

Proposers shall be capable of obtaining and providing performance and payment bonds for 100%

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of the City-accepted GMP amount. A letter documenting bonding capacity from a highly rated Surety **must be included** with any submittal to this RFQ. Not submitting a letter confirming bonding capacity will result in such Bidder's proposal being deemed non-responsive and disqualified.

B) Project Description

New Fire Administration Building

The City of Mount Dora is also constructing a new approximately 5,000 square foot, single-story Fire Administration Building located on the existing Fire Station #34 site.

The facility will include administrative offices and a multi-purpose training/classroom space that will be designed and equipped to serve as a back-up Emergency Operations Center (EOC) when needed.

The CMAR shall coordinate this project in conjunction with the Fire Station #34 Renovation to ensure site logistics, scheduling, and construction activities do not disrupt ongoing emergency response operations.

Fire Station #34 Renovation

The City of Mount Dora is undertaking improvements to Fire Station #34, located at 1300 N Donnelly St., Mount Dora, FL 32757. This project includes site improvements, selective demolition, and interior renovation of approximately 4,200 square feet on the second floor of the existing public safety building.

The intent of this project is to modernize existing fire station facilities and improve operational efficiency while maintaining the functionality of the active station.

This project will be completed in a phased manner to allow fire department operations to continue during renovations. The CMAR shall coordinate all renovation activities to ensure uninterrupted emergency response operations throughout the duration of the project.

The two projects under this RFQ will be addressed as follows:

Phase 1 – Construction of New Administration Building

Phase 1 consists of the construction of a new approximately 5,000 square foot single-story Administration Building located on the same site and adjacent to the existing Fire Station #34 site, facing East Lincoln Avenue. The building will be Type IIB construction with masonry exterior walls finished in stucco, rigid insulation, and a standing seam metal roof system over metal decking.

Program spaces will include:

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- Lobby and reception
- Offices
- Training and conference rooms (**designed to function as a back-up Emergency EOC**)
- Breakroom
- Restrooms
- Storage areas
- Mechanical, electrical, and IT rooms

Upon completion of Phase 1, administrative and support staff will relocate to the new building.

Phase 2 – Renovation of Existing Fire Station

Phase 2 consists of the renovation of approximately 4,200 square feet of the second floor of the existing pre-engineered metal building (PEMB) currently serving as Fire Station #34 and Fire Administration offices. A portion of the second floor is also occupied by Police Department administrative offices; however, those areas are excluded from the scope of this RFQ. Phase 2 construction shall not begin until Phase 1 has been substantially completed and the City has relocated administrative and support staff to the new Administration Building. This sequencing is required to allow Fire Department personnel to relocate operations to the new Administration Building during renovation of the existing facility.

The CMAR shall coordinate all construction activities to ensure uninterrupted emergency response operations at Fire Station #34 throughout the duration of the project. Construction phasing, scheduling, and site logistics shall be developed in coordination with the City to maintain safe access for emergency vehicles and personnel.

The CMAR shall also plan for and coordinate temporary staff accommodations, access, and circulation during each phase of construction, including maintaining functional living, administrative, and operational spaces as required. This may include sequencing work to allow continued occupancy of portions of the facility, coordination of temporary on-site accommodations, if necessary, and ensuring safe and efficient movement of personnel between operational areas at all times.

If off-site temporary facilities are deemed absolutely necessary by the City, the City shall be responsible for identifying and securing such facilities. The CMAR shall coordinate with the City to facilitate the transition, setup, and operational continuity associated with their use.

The CMAR shall coordinate all construction activities to ensure uninterrupted emergency response operations at Fire Station #34 throughout the duration of the project. Construction phasing, scheduling, and site logistics shall be developed in coordination with the City to maintain safe access for emergency vehicles and personnel.

The scope includes demolition of non-bearing walls, ceilings, plumbing fixtures, electrical and data systems. The structural system and exterior envelope will remain in place.

The renovated space will include:

- Dormitories
- Kitchen and dining area

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- Offices
- Meeting/day rooms
- Restrooms and showers
- Associated support space

New mechanical, electrical, plumbing, and data systems will be provided as part of the renovation and/ or tied into the existing system.

C) **Services to be Provided**

The selected Construction Manager at Risk (CMAR) shall provide professional preconstruction and construction services necessary to successfully deliver both projects.

1) **Preconstruction Services**

During the design phase, the CMAR shall provide professional preconstruction services including, but not limited to, the following:

- Attendance at project coordination meetings with the City and Architect of Record (AOR)
- Review of design documents for constructability and coordination
- Preparation of cost estimates at major design milestones
- Development and maintenance of the project schedule
- Value engineering and cost control recommendations
- Review of construction phasing and logistics
- Identification of long-lead materials and procurement strategies
- Assistance with development of bid packages for subcontractors
- Preparation and submission of a Guaranteed Maximum Price (GMP) proposal based on completed construction documents

2) **Construction Services**

Upon acceptance of the GMP and execution of a Construction Services Agreement, the CMAR may proceed with construction activities in accordance with the approved project phasing.:

- Soliciting competitive bids for all subcontracted work
- Managing subcontractors and construction activities
- Construction scheduling and coordination
- Quality control and safety management
- Permitting coordination and inspections
- Project documentation and administrative reporting
- Cost control, budget monitoring, and cost reporting
- Coordination with the City and AOR
- Completion of the project in accordance with the approved GMP and schedule

Guaranteed Maximum Price (GMP) Negotiation

At the completion of the design phase, the selected CMAR shall submit a **Guaranteed Maximum Price (GMP)** proposal for the project based on the completed construction documents.

ATTACHMENT #1

Compensation for preconstruction services, construction phase fees, and the Guaranteed Maximum Price (GMP) will be negotiated with the highest-ranked firm in accordance with Section 255.103, Florida Statutes and in the best interest of the City.

The City will review the proposed GMP and supporting documentation with the CMAR. If the City and CMAR are unable to successfully negotiate a GMP that is acceptable to the City, the City reserves the right to:

- Terminate negotiations with the selected CMAR
- Enter negotiations with the next highest-ranked firm
- Re-solicit construction management services if deemed in the best interest of the City

3) TERMS AND CONDITIONS OF CONTRACT

A) Generally

The City will develop a contract/agreement for pre-construction services, and it will later be amended based upon markup percentage negotiations and approved GMP with the successful Contractor. The Contractor shall be required to return a signed City contract/agreement.

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a City contract and any terms and conditions included in this RFQ. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance, and/or service agreements or other documents provided by the Contractor with their Response.

B) Contract Period

The contract period will remain in full effect until the final written acceptance of each project is issued to the Contractor by the City. Contract renewals are not applicable to this RFQ.

4) MINIMUM CONTRACTOR QUALIFICATIONS

To be considered for this RFQ, a Bidder must meet the mandatory minimum qualifications listed below, subject to the City's right to waive minor irregularities. Bidders shall provide proof of the minimum qualification by furnishing copies of letters, certificates, *etc.*, as applicable, which clearly document said qualifications.

Bidders must:

- Be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- Be a Certified General Contractor licensed to do business in the State of Florida.
- Have and maintain active and current license(s) required by the Bidder, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current for the duration of the contract.
- Have been issued a certificate of authority through the Department of State in compliance with Florida Statute § 607.1501. Bidders shall provide documentation to demonstrate

ATTACHMENT #1

meeting this minimum requirement with their responses, which will include applicable local business tax receipts, State of Florida corporation documents with date of inception, and the certificate of authority. **In addition, Bidders must provide a Sunbiz report showing their company registered as “Active.”**

- v. Provide all professional licenses that qualify the firm for the type of work identified herein.
- vi. If a Bidder is not a single prime contractor, the Bidder must list all subcontractors to be used for this project and the subcontractors’ professional licenses.
- vii. Have a minimum of five (5) years of experience in the commercial construction and/or renovation of public fire stations and commercial administrative buildings within the State of Florida, and possess the necessary equipment and trained personnel to perform the work. “Similar” shall be defined as public safety facilities, fire stations, municipal buildings, or comparable public commercial construction projects of similar size and complexity.

5) GENERAL TERMS AND CONDITIONS

A) Licenses

The successful Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable federal, state and local law, statute, ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the proposal response indicating that the Contractor as well as the team assigned to the City account are properly licensed to perform the activities or work included in the RFQ and contract documents. The successful Contractor will be required to obtain a business tax receipt from the City of Mount Dora.

If you have questions regarding required professional licenses and business tax receipt, contact the City’s Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Response to the RFQ, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal, as principal or principals, is/are named in the Response and that no other person has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection to any other person, company or parties, and that this Response is, in all respects, fair and submitted in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties that the Contractor shall be considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, its employees or agents, resulting in either bodily or

ATTACHMENT #1

personal injury or property damage to any individual, firm, or corporation.

E) Termination

Should the Contractor be found to have failed to perform the services in a manner satisfactory to the City, the City may terminate the contract immediately for cause; further the City may terminate the contract for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

F) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

G) Indemnity

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final contract executed between the City and said successful proposer.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any of its rights or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Fund Availability

Any contract executed for the services set forth in this RFQ shall be subject to City's fund availability.

J) Lobbying by Contractors/Solicitation Cone of Silence

All proposers are hereby placed on **NOTICE** that the City **WILL NOT BE** lobbied, either individually or collectively, about a matter for which a proposer has submitted a Response to this RFQ.

Proposers are not to contact the Mayor or members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the RFQ process, from solicitation announcement to final Council approval, no firm or their agent shall contact any employee of the City in reference to this RFQ, with the exception of the Finance Director or the Director's designee(s) for questions related to the solicitation or the process. Failure to abide by this provision will serve as grounds for disqualification under this RFQ.

K) Single Proposal

Each Proposer must submit with their Proposal all required forms included in this RFQ. Only **one** Proposal from a legal entity as a primary will be considered. A legal entity that submits a Proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFQ.

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L) **Protest Procedures**

Any appeal or protest to this RFQ shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

M) **Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to the City; may not submit a bid, proposal, or reply on a contract with the City for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, consultant, subcontractor, or subconsultant under a contract with the City; and may not transact business with the City for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

N) **Conflict of Interest**

Proposer shall complete the Conflict-of-Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and/or preclude conflict of interest situations during the selection, award, and contract execution processes.

O) **Responsible Vendor Determination**

Prospective Vendor is hereby notified that Florida Statute § 287.05701 requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) **Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following:

- i. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time.
- ii. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, responses, and/or quotes.
- iii. Immediate termination of any contract held by the individual and/or firm for cause.

Q) **Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

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R) **Scrutinized Company List – State of Florida Requirement**

Pursuant to Fla. Stat. § 287.135, a company or other entity is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- i. One hundred thousand dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: (i) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Fla. Stat. § 215.473; or (ii) is engaged in business operations in Cuba or Syria.

The Respondent representative authorized to sign on the required form found below on behalf of the bidder CERTIFIES that the entity identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not on the Scrutinized Companies or Other Entities that Boycott Israel List or participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Fla. Stat. §§ 287.135 and 215.473, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

S) **Billing Instructions – Awarded Contractor**

Specific format of the invoice will be addressed between the City and the successful contractor prior to submission of the first invoice. Payment will be made in accordance with the Florida Local Government Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) **Compliance with the RFQ**

Proposals must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

B) **Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this RFQ, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is therefore imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's insurance obligations shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of or lack of sufficient insurance protection.

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Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's response.

C) **Acknowledgment of Bonding Requirements**

By signing its Response, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this solicitation. Requirements for this solicitation are checked.

Not Applicable.

Bid Bond: Shall be submitted with bid response in the most recent form of an AIA. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Coordinator within 10 business days of receipt of the City's amended agreement reflecting acceptance of the GMP cost proposal. The bond will be issued for 100% of the total GMP cost. The cost shall be borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as A or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Fla. Stat. § 287.0935 shall govern the rating and classification of the surety.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the contract documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval.

D) **Delivery of Proposals**

All Proposals are to be delivered before 2:00 p.m. on or before May 04, 2026 via electronic submission at www.demandstar.com only. There is no cost to proposer for submitting a response. The City shall bear no responsibility for Proposals submitted past the stated date and/or time

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indicated.

See **Exhibit A** for RFQ Opening - ZOOM access details.

E) Standard Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- i. An Evaluation Committee of at least three (3), but always an odd number, will be selected to review all responsive Qualifications.
- ii. Subsequent to the closing of this RFQ, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published RFQ.
- iii. All Evaluation Committee members shall review the issued Request for Qualifications.
- iv. Prior to the first Evaluation Committee meeting, if not included in the solicitation document, the City will post a notice announcing the date, time, and place of the first Evaluation Committee meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com, and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- v. The Evaluation Committee members shall review each responsive Qualification individually and score each Qualification based ONLY on the evaluation criteria stated herein.
- vi. The Evaluation Committee will compile individual rankings for each Qualification to determine committee recommendations. The Evaluation Committee may elect to schedule interviews/presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the Evaluation Committee will request the Purchasing Coordinator to schedule at least the top three (3) ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this RFQ at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification by the City or a submission of a Qualification to the City confers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approval.

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F) **Ambiguity, Conflict, or Other Errors in the RFQ**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Purchasing Coordinator of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this RFQ.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting a Response or such ambiguity, conflict, discrepancy, omission or other error shall be waived to be determined by the City in its sole discretion.

G) **Qualification, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Response to this RFQ, nor for the presentation of its Response and/or participation in any discussions, negotiations or, if applicable, any protest procedures.

H) **Acceptance or Rejection of Qualifications**

The right is reserved by the City to waive any irregularities in any Response received, to reject any or all Responses received, to re-solicit for new Responses, if desired, and upon recommendation and justification by the City to accept the Response which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Response which is incomplete, conditional, obscured, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or refusal to enter into the City contract, the City reserves the right to accept the Response of any other proposer or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

I) **Requests for Clarification of Qualifications**

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a Response shall be in writing. A proposer's failure to respond to a request for clarification may deem proposer to be non-responsive and may be just cause to reject its Response.

J) **Validity of Responses**

No Response may be withdrawn after it is filed unless the proposer makes such a request in writing to the City prior to the time set for the closing of the RFQ.

All Responses shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate the evaluation and selection process.

K) **Response Format**

The Response shall be deemed an offer to provide services to the City. In submitting a Response, the Proposer declares that the Proposer understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposers agree that if the contract is awarded it will perform the work in accordance with the provisions, terms and conditions of the contract.

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To facilitate the fair evaluation and comparison of Responses, all Responses must conform to the guidelines set forth in this RFQ. Any portion of a Response that does not comply with these guidelines must be so noted; however, any Response that contains such variances may be considered non-responsive.

Responses should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.

The items listed below shall be submitted with each Response and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by a tab or tab "page." Failure by a proposer to include all listed items may result in the rejection of its Response.

L) **Proposal Requirements**

Title Page:

RFQ #26-UT-014 - CONSTRUCTION MANAGER AT-RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS

Table of Contents:

TAB I. - STATEMENT OF INTEREST AND INTRODUCTION:

The responding firm (or the lead firm if subcontractors are proposed) will provide a letter, on letterhead, not exceeding three (3) pages, which serves as a statement of interest and introduction to the submittal.

Project Objectives: A general description of the Contractor's approach to providing the services required for each project.

Implementation schedule: A projected schedule for each project that identifies the estimated durations for all major phases and activities required to complete construction services. The schedule shall be developed using the Critical Path Method (CPM)

Project work program and flow chart: Provide a detailed description and discussion of the Contractor's intent for addressing the work in each part of each project. Include a discussion of any substantive or innovative ideas used by the firm on past similar projects as applicable to each project. Provide suggestions that the firm believes will simplify the work required by the RFQ and that will result in lower costs. "Similar" shall be defined as public safety facilities, fire stations, municipal buildings, or comparable public commercial construction projects of similar size and complexity.

TAB II. - BUSINESS/FIRM HISTORY AND INFORMATION:

A brief narrative not exceeding three (3) pages of the corporate history of the firm, length of time in business under the same name, and the Contractor's capabilities. The Response should clearly identify your organization's general government experience in providing the services requested. Be specific as to the number of years providing the specific services requested for each project. Demonstrate corporate experience performing projects similar to that described by the RFQ. "Similar" shall be defined as public safety facilities, fire stations,

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municipal buildings, or comparable public commercial construction projects of similar size and complexity.

Include a list of five (5) similar **completed** projects, the construction cost/GMP of the project, how long to complete, and (if there was any) total negative or total positive change order to the GMP for the project. **Do not include currently contracted or active projects.**

TAB III. - QUALIFICATIONS AND EXPERIENCE OF EACH ASSIGNED PROJECT TEAM:

A description not exceeding two (2) pages of the proposed project team. This description should provide the names, titles, firm names (if subcontractors are involved), and clearly identify the proposed role for each person in each project team.

Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.

For each person (not exceeding three (3) pages each), a brief description of qualifications which will include at a minimum, the professional qualifications for each person, and a summary of experience on **completed projects only** similar to that described by this RFQ, and a summary of experience on **completed projects only** same or similar to that described by this RFQ. "Similar" shall be defined as public safety facilities, fire stations, municipal buildings, or comparable public commercial construction projects of similar size and complexity. This summary of experience will describe the services provided and total construction cost. Include **past** experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City.

TAB IV. QUALITY CONTROL, SANCTIONS, AND ADVERSE LITIGATION:

Include a descriptive statement not exceeding four (4) pages of the Contractor and firm's litigation history, including, but not limited to, construction defaults, construction defects, breach of contract, *etc.* If subcontractors are involved, this statement will include litigation of the same types involving the subcontractors.

For past, completed project only, provide a summary of any and all litigation, claim(s), and/or contract dispute(s) filed by or against the Respondent in the past ten (10) years that are related to the services that Respondent provides in the regular course of business. The summary will separate litigation filed by Respondent from litigation filed against Respondent and for each will include the Court, case style, case number, the nature of the litigation, the outcome or projected outcome, and the monetary amounts involved for all such lawsuits. The summary will also include a separate list of any claim or contract dispute which has been asserted against the Respondent, but which has not been filed in a court of law. Such list shall include the names of the parties making the claim or asserting the contract dispute, a brief description of such claim or contract dispute, the outcome or projected outcome, and the monetary amounts involved.

TAB V - APPROACH TO THE PROJECT:

This section will include a statement of the Contractor's approach to each project described herein. This statement of approach should not exceed ten (10) pages of narrative per project.

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If desired, this section may include up to five (5) additional pages of sketches, drawings, or other graphic material if required to explain, clarify, or demonstrate the Contractor's approach to each project. Contractors are encouraged to submit innovative, quality, professional and effective solutions. Contractors are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding contractors with as much flexibility as possible in this section.

The statement of approach should begin with an introductory and overview section that describes the Contractor's understanding of the services required.

The body of the statement of approach should describe the Contractor's method of addressing the requirements of each project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available and any special considerations or possible difficulties in providing the described services.

TAB VI - SCOPE RESPONSE/ADDITIONAL INFO/EXCEPTIONS/REQUIRED FORMS:

See Section 7 of this RFQ.

ALL REQUIRED FORMS MUST be completed and returned with your submittal.

Additional Information should include any information not previously noted that supports your overall submittal. This section should also include any exceptions to the RFQ.

M) Qualification Evaluation Committee and Evaluation Factors

All responsive Qualifications will be subject to a review and evaluation process. It is the intent of the City that all Respondents responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "responsible" means a business entity or individual who is fully capable to meet all the requirements of the solicitation and subsequent contract; possesses the full capability, including financial and technical capability, to perform as contractually required; and is able to fully document the ability to provide good faith performance.

Qualifications shall include all the information solicited in this RFQ and any additional data that the Respondent deems pertinent to the understanding and evaluating of the Qualifications. Respondents should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Respondents submitting the required criteria will have their Qualification response evaluated by an evaluation committee and scored for non-price factors. Each Evaluation Committee member will independently review and score the submittals in accordance with the evaluation criteria set forth in this RFQ.

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During the evaluation process and at the sole discretion of the City, requests for clarification of one or more Qualification submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide Respondents with an opportunity to answer any questions the City may have on a Qualification submittal.

Price, fees, general conditions, or contractor markups shall not be submitted as part of the qualifications package. Compensation for preconstruction services, construction phase fees, and the Guaranteed Maximum Price (GMP) will be negotiated with the highest-ranked firm in accordance with Section 255.103, Florida Statutes and in the best interest of the City.

All responsive submittals will be evaluated and scored by the Evaluation Committee based on the following criteria.

Submittals will be evaluated on a total score basis, with a maximum possible score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Statement of Interest & Introduction; Project Objectives; Implementation Schedule; Project Work Program & Flow Chart (Tab I)	20	5	100
Business/Firm History & Information; Qualifications & Past Experience of the Assigned Project Team; Quality Control, Sanctions, & Adverse Litigation of Past Completed Projects (Tabs II, III, IV)	40	5	200
Approach to the Project (Tab V)	30	5	150
Scope Response/Additional Info/Exceptions/ Required Forms (Tab VI)	10	5	50
Total	100	N/A	500

N) Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee meeting will be coordinated with the shortlisted vendors by the City Purchasing Division. This meeting will provide each of the shortlisted vendors 15 minutes to present information, with focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking,” and followed by a 30-minute random question and answer period. The Contractor presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted contractors may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the quality of the interview, including whether the questions were appropriately answered by Contractor and in a clear and concise manner.

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If Presentation/Interview sessions are requested for shortlisted firms the following scoring process will apply: A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Contractors/Firms have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Contractor/Firm. Each Evaluation Committee member's score will then be converted to a ranking number for each Contractor/Firm with Number 1 being the highest ranked, Number 2 the second, and so on. A final ranking of the shortlisted Contractors/Firms will be announced based on final ranking.

The Presentation/Interview final scoring will determine the final ranking of shortlisted Contractors/Firms.

O) Drug-Free Workplace:

In accordance with Fla. Stat. § 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Responses which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Response received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. **NOTE:** In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

P) Tiebreaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has an existing Business Tax Receipt within the City limits.
- Prior contract with the City performed satisfactorily will result in the win of a tiebreaker and prior contract with the City performed unsatisfactorily will result in the loss of a tiebreaker.
- Timeliness of delivery may be used as a final tiebreaker if the above does not result in an award.

7) FEDERAL CONTRACT PROVISIONS – NOT APPLICABLE TO THIS RFQ

By submitting a proposal for this project, the proposer agrees to comply with any applicable provisions of all Federal, State, and local orders, statutes, ordinances, rules, and regulations that may pertain to the services required under this RFQ and resulting contract, which may include, but is not limited to, the applicable provisions of 2 C.F.R. Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

- A. Remedies.** When the City expends federal funds under the applicable contract in excess of the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations

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Council as authorized by 41 U.S.C. § 1908, the City reserves all rights and privileges under the applicable laws and regulations with respect to the applicable contract in the event of breach of contract by either Party.

- B. Termination for Cause and Convenience.** The Parties shall comply with the termination for cause provision and the termination for convenience provisions in the Contract.
- C. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, if the applicable contract meets the definition of “federally assisted construction contract” in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Contract:
1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. 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.
 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 Contractor's legal duty to furnish information.
 4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of Contractor's noncompliance with the nondiscrimination clauses of the applicable contract or with any of the said rules, regulations, or orders, the applicable contract may be

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canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis-Bacon Act and Copeland “Anti-Kickback” Act.

1. **Davis-Bacon Act.** If applicable under the contract, Contractor certifies that all transactions relating to the contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 CFR Part 5, as applicable, including, but not limited to, paying 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, Contractor shall pay such wages not less than once a week.
2. **Copeland “Anti-Kickback” Act.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the applicable contract. Contractor and any subcontractor shall insert in any subcontracts this subsection and such other clauses as the applicable federal agency may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this subsection. A breach of this subsection may be grounds for termination of the applicable 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.

If the City expends federal funds in excess of \$100,000 under the applicable contract, and the contract involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). 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 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 40 hours in the work week. 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 which 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.

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of any work under the Contract 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

ATTACHMENT #1

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of Subsection (E)(1) above, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, Contractor and any 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 Subsection (E)(1) above, in the sum of \$32 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 Subsection (E)(1) above.
3. **Withholding for Unpaid Wages and Liquidated Damages.**
 - i. *Withholding Process.* The City 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 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 (E), 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 ("CWHSSA") that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from Contractor under the applicable contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the CWHSSA 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 Contractor's liability for which the funds were withheld.
 - ii. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR §§ 5.5(a)(2)(i) or (b)(3)(i), or both over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. 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;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.
4. **Subcontracts.** Contractor and any of its subcontractors must insert in any subcontracts the clauses set forth in Subsections (E)(1)-(5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subsections (E)(1)-(5) of this Section. In the event of any violations of these clauses, 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.

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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:
 - i. Notifying any contractor, including Contractor, of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in this part;
 - ii. 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;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - iv. Informing any other person about their rights under CWHSSA or this part.
 6. **CWHSSA Required Records Clause.** If the applicable contract is subject only to the CWHSSA and not to any of the other laws referenced by 29 CFR § 5.1, Contractor and any subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the TA is completed for all laborers and mechanics, including guards and watchpersons, working pursuant to the applicable contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records to be maintained under this subsection must be made available by Contractor or any of its subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and Contractor or its subcontractor will permit such representatives to interview workers during working hours on the job.
- F. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient 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 recipient or subrecipient agree to comply with the requirements of 37 CFR 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 the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act.**
1. **Clean Air Act.** If the City expends federal funds in excess of \$150,000 under the applicable contract, 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.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the applicable Federal Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by applicable Federal Agency.
 2. **Federal Water Pollution Control Act.** If the City expends federal funds in excess of \$150,000 under the applicable contract, 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.

ATTACHMENT #1

§ 1251 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to applicable Federal Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by applicable Federal Agency.

- H. Debarment and Suspension.** Contractor understands that a contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” If the applicable contract is a “covered transaction” for purposes of 2 CFR Part 180 and 2 CFR Part 3000, Contractor certifies that Contractor has verified that none of Contractor’s principals or its affiliates are excluded or disqualified. Contractor also certifies that it has or will verify that all subcontractors performing work pursuant to the applicable contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements of 2 CFR § 180.220. The certification in this Section is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR § 180.220 throughout the contract period. Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.
- I. Byrd Anti-Lobbying Amendment.** When federal funds in excess of \$100,000 are expended by the City pursuant to the applicable contract, Contractor certifies that throughout the contract period Contractor shall be in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor further certifies that:
1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Contractor shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
 3. Contractor shall require that the language of this Section I be included in all covered subcontracts exceeding \$100,000 in Federal funds, at all appropriate tiers, and that all subcontracts shall certify and disclose accordingly.
- J. Procurement of Recovered Materials.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, making 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. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

ATTACHMENT #1

K. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If federal funds are expended by the City pursuant to the applicable contract, Contractor that Contractor shall comply with 2 CFR § 200.216.

1. Definitions. As used in this Section, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in applicable Federal Agency policy.

2. Prohibition.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in Subsection 3 of this Section applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from applicable Federal Agency to:

A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

B. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

C. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

D. Provide, as part of its performance of the contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

i. This Section does not prohibit contractors from providing:

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

A. Covered telecommunications equipment or services that are not used: (1) as a substantial or essential component of any system; and (2) as critical technology of any system.

B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.

ATTACHMENT #1

- i. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Subsection 4.ii. of this Section to the recipient or subrecipient, unless elsewhere in the contract are established procedures for reporting the information.
- ii. Contractor shall report the following information pursuant to Subsection 4.i. of this Section:
 - A. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information in Subsection 4.ii.A. of this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. Contractor shall insert the substance of this Section K, including this Subsection 5, in all subcontracts and other contractual instruments.

L. Domestic Preferences for Procurements. As appropriate, Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this Section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

M. DHS Logo. Contractor acknowledges and agrees that Contractor must obtain written permission from the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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ATTACHMENT #1

- 8) REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)**
- A) Proposers Checklist Form
 - B) Proposers Qualification Form
 - C) Fla. Stat. § 287.138 Certification Form
 - D) Affidavit of Compliance with Fla. Stat. § 288.0071
 - E) Vendor Certification Regarding Scrutinized Companies' List
 - F) Human Trafficking Affidavit Form
 - G) Conflict of Interest Affidavit Form
 - H) Declaration Statement Form
 - I) Insurance Requirements Form
 - J) Drug Free Workplace Certification Form
 - K) Non-Collusion Affidavit of Prime Bidder Form
 - L) Acknowledgements Form
 - M) Compliance with Public Records Law Form
 - N) Reference Form
 - O) Public Entity Crimes Statement Form
 - P) Firm Information Form
 - Q) Subcontractor Listing Form
 - R) Completed W9
 - S) Addenda (if applicable)

ATTACHMENT #1
PROPOSER CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The Response will be **electronically** delivered in time to be received no later than the specified **due date May 04, 2026 and time of 2:00 pm.** (Otherwise the Response WILL NOT be considered.)

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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ATTACHMENT #1

PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? Yes No

CONTRACT TOTALS:

List total contract amounts for work performed on all **completed** similar projects in the **past** five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary. Do NOT include current active contracts.

\$ _____ **Total Contract Amounts for work done on all past related projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

ATTACHMENT #1

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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ATTACHMENT #1

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

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

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

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

Printed Name: _____

Title: _____

Signature:

Date:

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ATTACHMENT #1

**AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.
(Write Name Here)

2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)

3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where “controlled by” means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

Signed and Delivered on this _____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

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 Company, and who is personally known to me or has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

SCRUTINIZED COMPANIES LISTS CERTIFICATION

Respondent/Company Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title _____

Address: _____

Phone Number: _____ Email Address: _____

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), Florida Statutes or is engaged in any business operations with Cuba or Syria. .

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature (Name and Title): _____

Print Name: _____

Print Title: _____

ATTACHMENT #1

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 §787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Company

Printed Name

Title

STATE OF FLORIDA
CITY 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

ATTACHMENT #1

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

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 proposer, and who is personally known to me or has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-FD-016 “Construction Manager at Risk (CMAR) Services – Fire Station #34 Renovation and Construction of New Fire Administration Building Projects”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-FD-016 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATION BUILDING PROJECTS.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____, 2026 in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

ATTACHMENT #1

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability
<u>Damage</u>
after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property</u>
(Occurrence Form) patterned

<u>\$2,000,000</u> single limit per occurrence |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant 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.
- | | |
|--|--|
| <input checked="" type="checkbox"/> 4. Automobile Liability | \$ <u>500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:
Occurrence Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| <input checked="" type="checkbox"/> 7. Builder's Risk Insurance at 100% of GMP amount. | |
| <input checked="" type="checkbox"/> 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| <input checked="" type="checkbox"/> 9. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

ATTACHMENT #1

INSURANCE REQUIREMENTS

(Continued)

9. The City of Mount Dora shall be named as the Certificate Holder and Additional Insured.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.
11. The Certificate must state “**RFQ #26-FD-016 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS**”

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

ATTACHMENT #1

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

- YES**
- NO**

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

ATTACHMENT #1

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____
County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-FD-016.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-FD-016, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-FD-016, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #26-FD-016 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email Fax No.

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 Proposer, and who is personally known to me or has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

ACKNOWLEDGEMENTS

RFQ #26-FD-016

“CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE DEPARTMENT #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS.”

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____ (Proposer) guarantees

its Response to RFQ #26-FD-016 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

ATTACHMENT #1

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

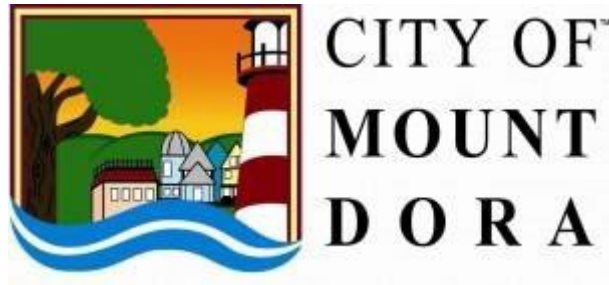
CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank

ATTACHMENT #1



COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-FD-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

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 Proposer, and who is personally known to me or has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. **Do not include active projects.** Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

ATTACHMENT #1

PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

ATTACHMENT #1

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTE SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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 Proposer, and who is personally known to me or has produced _____ as identification.

(stamp)

NOTARY PUBLIC

ATTACHMENT #1

FIRM INFORMATION

Firm is a:

- Corporation
- Partnership
- Sole Proprietorship
- Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

ATTACHMENT #1

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT #1

EXHIBIT A

ZOOM OPENING ACCESS INFO

Topic: Opening 26-FD-016

Time: May 4, 2026 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/88397169887?pwd=PwUoWVnsqyd3aLbjLQ45lSKyNKKaMa.1>

View meeting insights with Zoom AI Companion

<https://us06web.zoom.us/launch/edl?muid=ef476664-2c7a-4ba4-af8d-f447c5e524e0>

Meeting ID: 883 9716 9887

Passcode: 074529

One tap mobile

+13052241968,,88397169887#,,,,*074529# US

+16465588656,,88397169887#,,,,*074529# US (New York)

Join instructions

https://us06web.zoom.us/meetings/88397169887/invitations?signature=5lu5Ig2ZTO4lyMXjZSJWpFJ-62_ulmLf0qrjHI_PHpU

City of Mount Dora | RFQ #26-UT-014

May 04, 2026

Construction Manager At-Risk (CMAR) Services for

Fire Station #34 Renovation and Construction of New Fire Administration Building



Make Buildings for Life.



Scorpio.

151 Southhall Lane,
Suite 170
Maitland, FL 32751

CGC 061834
407-495-2810
scorpioco.com



Table of Contents

Tab I	Statement of Interest & Introduction
Tab II	Business/Firm History & Information
Tab III	Qualifications & Experience of Each Assigned Project Team
Tab IV	Quality Control, Sanctions, & Adverse Litigation
Tab V	Approach to the Project
Tab VI	Scope Response/Additional Info/Exceptions/Required Forms





Statement of Interest and Introduction



Scorpio.

COMMUNITY CENTERED
CONSTRUCTION

ATTACHMENT #2

**STATEMENT OF INTEREST
AND INTRODUCTION**

May 04, 2026

Address

151 Southhall Lane
Suite 170
Maitland, FL 32751

City of Mount Dora - Purchasing Division
Whitney Donovan
510 N. Baker St
Mount Dora, FL 32757

Point of Contact

Johnathan Wilkes
Vice President
of Project Development
407-314-8652
johnathan@scorpioco.com

**RE: RFQ# 26-FD-016 Construction Manager at Risk (CMAR) Services
Fire Station #34 Renovation and Construction of New Administrative Building Projects**

Dear Selection Committee Members,

Our team is humbled and honored at the opportunity to serve the City of Mount Dora as our community continues to experience remarkable growth. We aim to integrate seamlessly as your CM partner, providing the confidence and assurance needed to manage a critical multi-phase project over the coming years. Mount Dora is a unique historic town with so much to offer. Your unwavering commitment to putting families first profoundly impacts their lives, and it's an honor to collaborate with you on this journey. Scorpio was founded with the mission to build community-centered structures that serve people's needs for life and we look forward to collaborating with the City of Mount Dora on this project. We understand your commitment to improving the community by increasing the operational capacity and efficiency of the City's Fire Department by the renovation of Fire Station #34, providing administrative and living spaces as well as gear and garage storage that is conducive with daily Public Safety Operations.

Experts on Public Safety

Scorpio is a team of highly qualified industry professionals who have established their careers performing the exact services required in this RFQ. We have managed the construction of similar Fire Stations and other Public Safety projects across the state. Most recently, the team completed the new Public Safety Facility for the City of Fruitland Park. Responding to the community's growing needs, the two-story building sits between City Hall and the public library, bringing both the Fire and Police Departments together under one roof for greater collaboration and efficiency. This project mirrors the shared building of Mount Dora's Fire Station #34 as it is also occupied by the Police Department. We believe our team's combined talents and resources will deliver an unrivaled experience for the City of Mount Dora.

Community-Centered Construction

As a local builder, we view every project as an opportunity to strengthen the communities we serve. Our approach is simple: Catch the vision. Honor the budget. Work smart. Make it well. Get it done. Repeat. This commitment guides how we partner with stakeholders and ensures each project contributes meaningful, long-term value. Our lean structure supports fast decision-making, competitive subcontractor participation, and efficient project execution. Paying subcontractors on the 10th of each month strengthens competition, improves pricing, and ultimately benefits project budgets and performance. This team's experience, combined with our relationships with the local subcontracting community, is a perfect match for the city's Fire Station #34 Renovation and of New Administrative Building. After reviewing our proposal, we hope you find this team exceptionally qualified. We look forward to the opportunity of serving the City of Mount Dora.

Sincerely,

Johnathan Wilkes
Vice President of Project Development

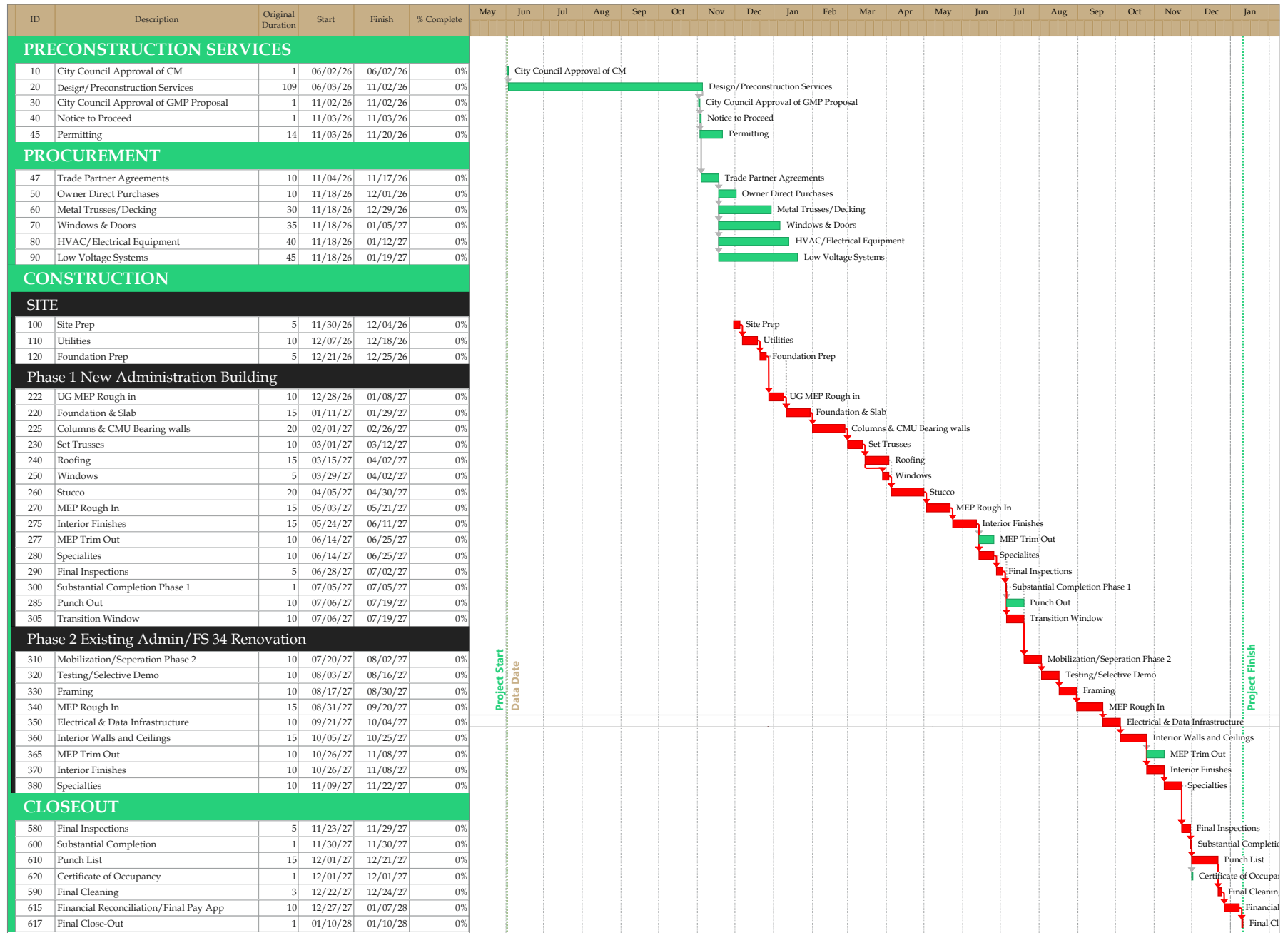
**Make
Buildings
for Life.**



Implementation Schedule

ATTACHMENT #2

STATEMENT OF INTEREST AND INTRODUCTION



Start Date: 06/02/26
 Finish Date: 01/10/28
 Data Date: 06/02/26

Fire Station #34 Renovation and Construction of New Fire Administration Building





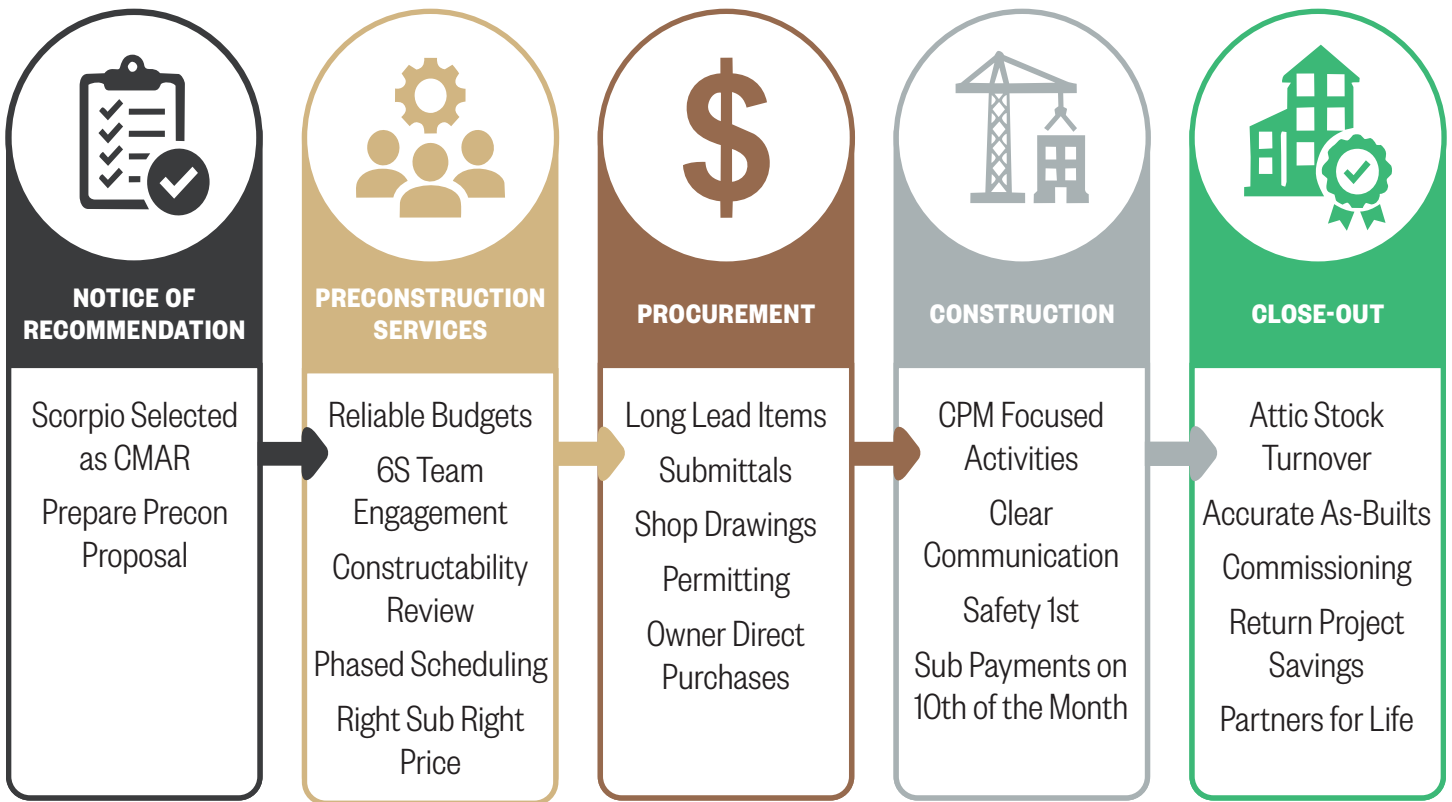
Project Work Program

Scorpio will deliver the City of Mount Dora Fire Station #34 Renovation and New Administration Building through a structured, phased Construction Management approach that emphasizes a **Plan the Work, Work the Plan** philosophy. This includes early planning with a focus on end user operations, material selections and lead times, detailed construction schedules with clear phasing plans, and a strong focus on our innovative CSI site logistics planning (Circulation, Separation & Isolation). Our Work Program integrates preconstruction and construction services into a single, cohesive process aligned with the City's objectives, schedule, and budget requirements.

We understand the program consists of two interdependent phases. The first phase includes construction of a new approximately 5,000 SF Fire Administration Building with offices, training space, and emergency operations capabilities. The second phase consists of renovation of approximately 4,200 square feet within the existing Fire Station #34. This work must be carefully sequenced so that fire department operations remain active and uninterrupted throughout the duration of the project as well as the surrounding departments.

Scorpio's Project Work Program is organized into the major stages, each with clearly defined objectives, responsibilities, and deliverables:

Project Workflow for the City of Mount Dora Fire Station # 34 Renovation & New Administrative Building



ONE TEAM. ONE PROCESS. EXCEPTIONAL RESULTS

We will elaborate on each step of this workflow in Tab V: Approach to Project



Business / Firm History and Information



About Scorpio

Scorpio is a devoted team of seasoned construction professionals who build to enliven communities and beautify cities. Through experience, we have cultivated a reputation for exceptional leadership across all aspects of construction. Practice has armed us with the knowledge and level-headedness to trust our instincts and approach every puzzle with ingenuity and discernment.

Our team welcomes new ideas and unique obstacles. We are progressive and agile, embracing the need to evolve and master new tools, technologies, and processes to offer the best service to clients and the best results for people who use our buildings. From project inception to completion, we seek the most effective, sustainable solutions to construction challenges. We work to ensure that every building brings enduring benefit to the people who use them.

Our work bonds us to each other, our clients, and the people who live, work, and play in the buildings we make. In construction management there is no magic formula when it comes to fulfilling the client's ambition. Our approach is simple: **Catch the vision. Honor the budget. Work smart. Make it well. Get it done. Repeat.**



Firm Information

Point of Contact

Johnathan Wilkes
407-314-8652
johnathan@scorpioco.com

Qualifying Agent

Domenic Scorpio
352-363-6070
domenic@scorpioco.com

Business Structure

S-Corporation

Owners/Partners

Domenic Scorpio
Holly Scorpio
Erik Anderson
Don Kellogg
Aaron Rogers
Jessica MacLaren

Number of Employees

123 Total

Time in Business

13 Years

Managing Office

151 Southhall Lane
Suite 170
Maitland, FL 32751

Supporting Offices

3911 W Newberry Road
Gainesville, FL 32607

2042 E Silver Springs Blvd
Ocala, FL 34470

4655 Salisbury Road
Suite 375
Jacksonville, FL 32256

124 Marriot Drive
Suite 202
Tallahassee, FL 32301



A History of Building People and Trust

After earning a Bachelor’s in Architecture and a Master’s in Building Construction from the University of Florida, Domenic Scorpio began his professional career in construction in 1995. In June of 2001, Domenic accepted a partnership offer from a prominent Gainesville contractor, quickly working his way into the role of Chief Operating Officer and qualifying agent of the company. Under Domenic’s leadership the company grew and expanded into seven locations in Florida and South Georgia, reaching gross revenues of \$250 Million annually.

While proud of the accomplishments of his prior partnership, the combination of Domenic’s entrepreneurial spirit and desire to cultivate a culture focused on relationship-based management drove him to establish Scorpio. He along with a loyal following of construction professionals quickly proved the value of this philosophy to the community, delivering challenging projects of varying size, scope, complexity, & budgets for some of the most well-respected and experienced clients in the area.

Over the years Scorpio has grown in size and reputation, while maintaining an intense focus on its core values and principals. Team members are added not only for their experience but their ability to embrace and further the mission of bringing exceptional buildings to life, for life.

Scorpio was founded on the principal of implementing old-fashioned values and innovative solutions in delivering cost effective quality construction projects. Sharing in this philosophy is our dedicated team of well-respected industry professionals, some of whom have worked with our founder, Domenic Scorpio, for decades. Our responsibility is to advocate in your interest throughout project delivery. Our team is loyal in achieving your project’s objectives. We have a unique understanding of the intricacies of local and state regulatory agencies, and offer the knowledge and trusted relationships to navigate every challenge expeditiously. We conduct business with professionalism and continually set our bar high, resulting in a proven project delivery process.

Scorpio fosters a culture of highly motivated professionals who are passionate about the communities we serve and the relationships we develop. We maintain a collaborative approach to service, which ensures the unique expertise of each individual is brought to bear on your project with one collective goal: **exceeding your expectations in every phase of project delivery.**

2B+ Worth of Projects Delivered

115 Team Members & Counting

05 Office Locations around Florida

01 High Performing Team





Construction Experience

From fire stations and safety facilities to community centers and public works buildings, Scorpio is your trusted partner in civic construction. We bring experience, refined practices, and a deep sense of purpose to projects that serve the public good. These are not just buildings – they are vital spaces where communities connect, grow, and thrive. By providing reliable data, cost certainty, and dedicated stewardship, we help government partners deliver lasting value for generations to come. Some recent projects include:

OWNER & PROJECT NAME	LOCATION	CONTRACT	COMPLETION DATE
CLAY COUNTY ECONOMIC DEVELOPMENT CENTER	GREEN COVE SPRINGS, FLORIDA	\$20.0M	4/2026
CITY OF FRUITLAND PARK PUBLIC SAFETY BUILDING	FRUITLAND PARK, FLORIDA	\$10.5M	3/2026
MARION COUNTY ANIMAL SERVICES SHELTER	OCALA, FLORIDA	\$22.0M	2/2026
CITY OF NEWBERRY NEW CITY HALL	NEWBERRY, FLORIDA	\$9.8M	11/2025
ALACHUA COUNTY FIRE RESCUE FIRE STATION 21	ALACHUA, FLORIDA	\$6.6M	5/2025
CITY OF GROVELAND ELEASE TOMLIN EMPOWERMENT CENTER	GROVELAND, FLORIDA	\$2.2M	1/2025
CITY OF BROOKSVILLE PUBLIC WORKS FACILITY	BROOKSVILLE, FLORIDA	\$3.8M	12/2024
CITY OF TAVARES PUBLIC WORKS FACILITY	TAVARES, FLORIDA	\$19.0M	5/2024
ALACHUA COUNTY FIRE RESCUE FIRE STATION 80	GAINESVILLE, FLORIDA	\$6.0M	2/2024
UF NEW STUDENT HEALTH CARE CENTER	GAINESVILLE, FLORIDA	\$22.0M	4/2023
CITY OF WILDWOOD MUNICIPAL SERVICES COMPLEX	WILDWOOD, FLORIDA	\$3.8M	11/2022

PROJECTS OLDER THAN 5 YEARS

ALACHUA COUNTY FIRE RESCUE FIRE STATION 33	GAINESVILLE, FLORIDA	\$2.3M	9/2017
ALACHUA COUNTY FIRE RESCUE FIRE STATION 40	WALDO, FLORIDA	\$1.5M	7/2017





Location

Fruitland Park, FL

Delivery Method

CM at-Risk
New Construction

Owner

City of Fruitland Park
Henry Rains, Interim Chief
352.901.7175
hrains@fruitlandpark.org

Size

20,707 sf

Construction Duration

January 2025 - March 2026
-15 Months

Construction Cost

Original GMP: \$9.2M
Final: \$10.5M

Change Orders:

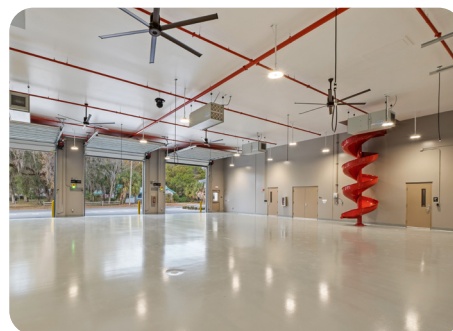
Owner Direct Purchase (- \$1,164,317.64)

City of Fruitland Park New Public Safety Facility

The City of Fruitland Park is built a new Public Safety Facility to meet the growing demands of the community. The new building is situated between Fruitland Park City Hall and the Fruitland Park Library. The new building is a two-story tilt-wall Building that houses both Law Enforcement and the Fire Department. Site work for this project required the demolition of the existing Fire Station.

The new Police Station portion is designed for sixteen Law Enforcement Officers with offices for the Police Chief, a CID Captain, and Detectives. Additional space will be allocated for the Squad room, Shift Sergeants, an EOC Training Room, Intake and Interview rooms, Evidence Processing, and an Armory, along with an accreditation, training and records room, CID Conference Room, a break room, storage, restrooms, showers, lockers, and a Sally Port.

The Fire Station side is designed to house eight Firefighters and accommodate three Apparatus Bays, including Gear Turnout and a Decontamination Room. A galley kitchen and dining area will accommodate three shifts with "kitties" for food with refrigerators and pantries. Lake County Fire Rescue Station #56 will feel right at home with a day room, a shared fitness center with Law Enforcement, bunk room(s), restrooms, showers, and a laundry facility.





Location

Alachua, FL

Delivery & Scope

CM at Risk
New Construction

Owner

Alachua County Fire Rescue
Harold Theus, Fire Chief
352.384.3132

Size

11,400 sf

Construction Duration

March 2024 - May 2025
-14 Months

Construction Cost

Original GMP: \$6.6M
Final: \$5.5M

Change Orders:

Owner Direct Purchase (-\$1,035,644)

Alachua County Fire Rescue Fire Station No. 21

Fire Station 21 was part of a prototype approach for four new fire stations for Alachua County Fire Rescue, reducing design fees and demonstrating fiscal responsibility. It is considered a 50-year facility with a metal roof, a sizable three-vehicle apparatus bay, and all LED lighting. Clearly demarcated zones separate “hot” carcinogen areas from decontamination zones and firefighter residential quarters. Exterior aesthetics include hip roofs with gables and brick, stone, and metal panel finishes that help the station blend in with residential neighborhoods.

Stress reduction for our emergency responders is a top consideration inside the building, and the residential area features a large day room, all gas appliances, a separate dining area, and sleeping up to 10. The fire alarm system has been updated to a ramping alarm to reduce the shock of a sudden siren. The station also features community spaces, including a training room that seats 30-40 and a lobby left unlocked as a safe haven for infant drop-offs.





Location

Gainesville, FL

Delivery Method

CM at Risk
New Construction

Owner

Alachua County Fire Rescue
Harold Theus, Fire Chief
352.384.3132

Size

11,400 sf

Construction Duration

February 2023 - February 2024
-12 Months

Construction Cost

Original GMP: \$6.0M
Final: \$4.8M

Change Orders:

Owner Direct Purchase (-\$1,163,815)

Alachua County Fire Rescue Fire Station No. 80

Fire Station 80 was part of a prototype approach for four new fire stations for Alachua County Fire Rescue, reducing design fees and demonstrating fiscal responsibility. It is considered a 50-year facility with a metal roof, a sizable three-vehicle apparatus bay, and all LED lighting. Clearly demarcated zones separate “hot” carcinogen areas from decontamination zones and firefighter residential quarters. Exterior aesthetics include hip roofs with gables and brick, stone, and metal panel finishes that help the station blend in with residential neighborhoods.

Stress reduction for our emergency responders is a top consideration inside the building, and the residential area features a large day room, all gas appliances, a separate dining area, and sleeping up to 10. The fire alarm system has been updated to a ramping alarm to reduce the shock of a sudden siren. The station also features community spaces, including a training room that seats 30-40 and a lobby left unlocked as a safe haven for infant drop-offs.





Location

Gainesville, FL

Delivery Method

CM at-Risk
New Construction

Owner

Alachua County Fire Rescue
Harold Theus, Fire Chief
352.384.3132

Size

7,754 sf

Construction Duration

November 2016 - September 2017
-10 Months

Construction Cost

Original GMP: \$2.3M
Final: \$2.2M

Change Orders:

Owner Direct Purchase (-\$198,930)
Owner Added Scope (+\$147,934)
Return Final Savings (-\$16,759)

Alachua County Fire Rescue Fire Station No. 33

Alachua County Fire Station 33 is a 7,754 sf one-story concrete masonry new construction facility that houses 28 fire fighters and EMS personnel. Along with a four-bay apparatus area, the building is comprised of four dorm rooms and three full bathrooms, one of which is ADA. The floor plan includes a full kitchen with commercial grade appliances, a living/dining area, an exterior covered patio, a fitness room, shop area, laundry room, locker room, decontamination room, watch room with IT, and a watch commander's office with a future officer dorm area.

The new building was designed as an energy efficient structure meeting current Alachua County green standards and will be certified as Green and Sustainable under the guidelines established by the Green Building Initiative. Additionally, Fire Station 33 received the 2018 City of Gainesville Beautification Board Institutional Facilities Award.





Location

Tavares, FL

Project Scope

New Construction

Project Owner

City of Tavares
James Dillon,
Public Works Director
352-742-6209

Size

48,000 sf

Construction Duration

April 2023 - May 2024
~13 Months

Construction Cost

Original GMP: \$19.3M
Final: \$19M

Change Orders:

Owner Direct Purchase (-\$3,506,806)
Owner Added Scope (+\$237,823)

City of Tavares New Public Works Operations Center

The City of Tavares constructed a regional workforce training and innovation center in partnership with Lake Technical College in what is considered one of the most innovative projects combining government and education resources that have ever been created. The Public Works Operations Center accommodates the complete operations of the Public Works division and serves as the new training location of Lake Tech’s Diesel Systems Technology programs.

The project included the following, which was built on city-owned land: An 8,532-square-foot public works facility for the City. The combined 28,980-square foot building includes a 9,350-square-foot vehicle fleet storage space a 12,670-square-foot space for Lake Technical College’s diesel mechanic program, and 6,960-square-feet for the college’s automotive program. Additionally, this complex included a 10,540-square-foot operations building.





Qualifications and Experience of the Assigned Project Team



Building a Winning Team

The first step in every Scorpio project is to build a qualified and unified team. That team then collaborates directly with the owners, architects, engineers, and the user groups behind a shared vision and engages Scorpio’s proven Approach and Method to ensure all project goals are met.

Scorpio has selected Senior Project Manager Chris Lewis to deliver the City of Mount Dora Fire Station #34 Renovation and Construction of New Administrative Building Project. Chris is a master in three vital areas: adherence to schedule, management of budget, and creativity in achieving goals. Chris brings with him 18 years of construction management experience and values his work in local and state municipalities. He is experienced in new commercial construction, and additions with an emphasis on secure, high-tech facilities with communal spaces.

Chris will be supported by a team of experts, which includes Project Operations Leader Drew Broderick, Field Operations Team Leader Frank Sagarese, and Senior Field Manager Erik McDonald. Scorpio’s team of Field Managers is second to none. Frank Sagarese is one of Scorpio’s most outstanding leaders in the field, and Erik McDonald brings tremendous experience completing a wealth of projects similar in size and scope to the City of Mount Dora’s Fire Station #34 Renovation and Construction of New Administrative Building Project, Frank and Erik routinely provide valuable feedback on cost, quality, and schedule. Years of firm yet fair interactions with the local subcontracting market have given them strong and well-respected reputations within the industry.

Scorpio has extensive experience delivering highly successful construction projects for local public safety entities which ensures the Mount Dora Fire Station #34 Renovation and New Administrative Building will be completed on time and within budget. Most recently delivering the New Public Safety Facility in Fruitland Park, this project is very similar to the shared occupied space that supports the City of Mount Dora’s Public Safety Functions. The City of Fruitland Park is built this New Public Safety Facility to meet the growing demands of the community. The new building, situated between Fruitland Park City Hall and the Fruitland Park Library, is a two-story tilt wall building that houses both the Fire Department and Law Enforcement.

Chris Lewis
Senior Project Manager
Single Point of Contact



18 Years f Experience
5+ Fire Stations





Communication, Coordination, and Roles

Decades of experience have tested and refined the processes by which Scorpio successfully delivers a project. We become a fully integrated project team member implementing our proven approach and method to deliver success. Scorpio’s methods break down hierarchies and encourage teamwork such that all essential players are collaborating to optimize delivery, ultimately reducing conflicts and project challenges. We emphasize process optimization to provide better client value and more cost-efficient production. Collaborating closely with the City of Mount Dora, the Scorpio team will provide an established and proven process for maximizing value without compromising program scope, budget, or schedule.

Our team of dedicated construction management professionals will provide expertise with estimating cost, value engineering, constructability reviews, systems, and material detail analysis, planning and scheduling, site logistics, subcontractor procurement, and ultimately the day-to-day management in delivering the Fire Station #34 Renovation and Construction of New Administrative Building Project. Our process begins with communication. Our team is committed to consistent communication with all project stakeholders, clearly articulating the project needs, and then focusing on the details necessary for delivering the Fire Station #34 Renovation and Construction of New Administrative Building Project.

EXTREME OWNERSHIP

Scorpio operates under a philosophy of extreme ownership, which extracts the highest level of commitment from every team member and fosters leadership at every level. Several teams within our organization work cohesively on all our projects. This approach allows team members to apply their expertise to your project, creating high quality in our delivery, efficiencies in our processes, and ultimately reducing the cost of our services. Scorpio’s “Team of Teams” approach to managing the Fire Station #34 Renovation and Construction of New Administrative Building Project includes:

Administrative Team

Project Development Team Leader Johnathan Wilkes leads our Team of Teams with decades of experience, long-standing relationships, and creative problem-solving. Johnathan focuses on client relationships and translating project vision into budget. Jill Altman, Finance and Administration Team Leader, ensures budgets and ODP are monitored, pay applications are reviewed, proper insurance and lien releases are secured, and financial risks to your project are mitigated.



Preconstruction Team

Kevin Bradford, Preconstruction Team Leader, is responsible for cost estimating and leading our 6S process for bidding on a job. In addition to estimating, he assists the operations team in procuring subcontractors and materials. He drives the entire project team through design and pre-con. He will be working closely with the Architects Design Group focusing on managing budget and program requirements.

Project Operations Team

For this projects, Chris Lewis will serve as your Senior Project Manager. Chris will utilize Best Practices and monitor the job for consistency and compliance. Drew Broderick, Project Operations Team Leader, will provide the oversight necessary to ensure the project stays on time and budget, supporting as needed. They will work collaboratively with each of the Design Team members and oversee all aspects of the project. Initially, they will work closely with Kevin Bradford, our Preconstruction Team Leader, to ensure potential risks are mitigated, budgets and specifications are accurate, and schedules are realistic.

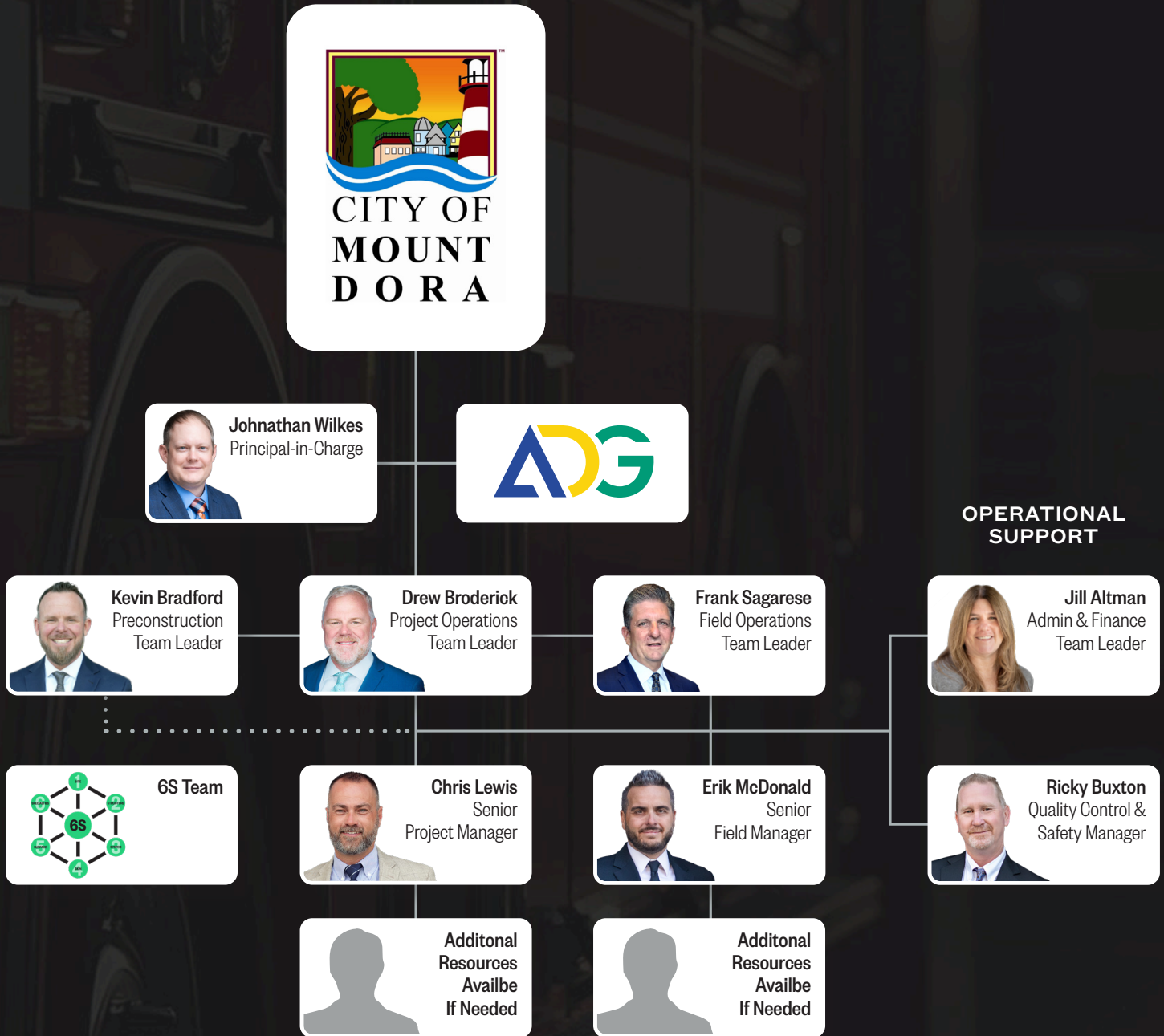
Field Operations Team

Senior Field Manager’s Erik McDonald was selected based on his previous experience and success on projects of similar size and scope, such as the City of Fruiland Park New Public Safety Facility. Erik has years of experience delivering high quality projects on time and within budget and will work with our other field team to manage our craft and trade partners and lead the on-site team daily. He will be the lead point of contact on the site during and after construction to address any post-occupancy or warranty issues. Frank Sagarese serves as our Field Team Leader and will ensure the quality and schedule are maintained.



Organizational Chart

Scorpio’s proposed team consists of construction professionals who routinely work together delivering Continuing Service Projects, bringing established collaboration and proven efficiency to each assignment. From project inception through completion and beyond, our hands-on, day-to-day approach will ensure exceptional during the City of Mount Dora Fire Station #34 Renovation and Construction of New Administrative Building Projects.





Johnathan Wilkes

PROJECT DEVELOPMENT TEAM LEADER

Johnathan has been a fixture of the Central Florida community and commercial construction industry for over 15 years. Johnathan is a graduate of the University of Florida, where he earned degrees in Building Construction Management and Real Estate. He has served his community by serving on boards such as the Galileo School for Gifted Learning & Brevard Schools Foundation, as well as Seminole County Public Schools Dividend. He is responsible for overseeing all projects from inception to post-occupancy and the development of the Central Florida team.

PROJECT EXPERIENCE

- **City of Fruitland Park New Public Safety Facility**
\$10.5M | 20,707 sf | Project Development Team Leader
- **City of Tavares New Public Works Operations Center**
\$19M | 48,000 sf | Project Development Team Leader
- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Project Development Team Leader
- **Seminole County Fire Station Renovations**
\$1.5M | size varies | Project Development Team Leader
- **City of Clermont Fire Station No. 2 - Preconstruction**
\$3.2M | 6,500 sf | Project Development Team Leader
- **Lake Technical College Institute of Public Safety Additions**
\$3.2M | 9,365 sf | Project Development Team Leader
- **City of Groveland Else Tomlin Empowerment Center**
\$2M | 4,717 sf | Project Development Team Leader
- **Brevard Public Schools Mid County Separate Day School**
\$20M | 43,969 sf | Project Development Team Leader
- **Brevard County Cocoa Library Repairs***
\$80,000 | Project Development Team Leader
- **Brevard County Melbourne Beach Library Exterior Repair***
\$200,000 | Project Development Team Leader
- **Brevard County Visa Permitting Department Renno***
\$250,000 | Project Development Team Leader

**Previous Firm Experience*

EDUCATION & CERTIFICATIONS

Bachelor of Science in Building Construction, UF
 LEED Accredited Professional
 ADEPT Leadership Training
 CPR & First Aid Certification
 ABC EIC Award (Viera Elementary School)
 FMI Project Manager Academy

YEARS OF EXPERIENCE

With Scorpio: 1
 Total: 19

EXPERTISE

Options Analysis
 Design Review
 Budget Estimating
 Value Engineering
 Life Cycle Cost Analysis
 Construction Scheduling
 Quality Control
 Constructability Analysis
 Cost Control
 Change Order Negotiation
 Claims Management
 Project Closeout
 Transition Planning
 Security Systems



Kevin Bradford

PRECONSTRUCTION TEAM LEADER

Kevin is a seasoned Preconstruction Professional with over 20 years of experience managing multimillion-dollar projects across commercial, educational, assisted living, and recreational sectors. Kevin successfully leads the estimating team through design development, budgeting, and GMP procurement. Known for building strong client relationships and delivering cost-effective solutions, Kevin plays a key role in aligning design, budget, and schedule to ensure successful project outcomes.

PROJECT EXPERIENCE

- **City of Fruitland Park New Public Safety Facility**
\$10.5M | 20,707 sf | Preconstruction Team Leader
- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Preconstruction Team Leader
- **Seminole County Fire Station Renovations**
\$1.5M | size varies | Preconstruction Team Leader
- **City of Clermont Fire Station No. 2 - Preconstruction**
\$3.2M | 6,500 sf | Preconstruction Team Leader
- **Lake Technical College Institute of Public Safety Additions**
\$3.2M | 9,365 sf | Preconstruction Team Leader
- **Brevard Public Schools Mid County Separate Day School**
\$20M | 43,969 sf | Preconstruction Team Leader
- **Volusia County Medical Examiner***
\$16M | 19,892 sf | Preconstruction Team Leader
- **City of Mount Dora Fire Station #35 & 34***
\$15M | Preconstruction Team Leader
- **Seminole County Justice Center***
\$24M | Preconstruction Team Leader
- **Ocoee City Hall***
\$65M | Preconstruction Team Leader

EDUCATION & CERTIFICATIONS

Bachelor of Science in Civil Engineering, UCF

YEARS OF EXPERIENCE

With Scorpio: 1
Total: 20

EXPERTISE

- Design Review
- Budget Estimating
- Value Analysis
- Value Based Decisions
- Life Cycle Cost Analysis
- Construction Scheduling
- Cost Control
- Constructability Analysis
- Accurate GMPs

**Previous Firm Experience*



Drew Broderick

PROJECT OPERATIONS TEAM LEADER

Drew has 27 years of comprehensive construction management experience, serving in senior leadership roles across industrial, cold storage, retail, K-12, higher education, water and wastewater, manufacturing, and aviation sectors. He has successfully delivered more than \$135 million in educational facilities and nearly \$50 million in water and wastewater projects, in addition to large-scale industrial and grocery-anchored retail developments. Drew is a disciplined, relationship-driven leader committed to repeat client success and operational excellence.

PROJECT EXPERIENCE

- **City of Fruitland Park New Public Safety Facility**
\$10.5M | 20,707 sf | Project Operations Team Leader
- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Project Operations Team Leader
- **Seminole County Fire Station Renovations**
\$1.5M | size varies | Project Operations Team Leader
- **Lake Technical College Institute of Public Safety Additions**
\$3.2M | 9,365 sf | Project Operations Team Leader
- **Brevard Public Schools Mid County Separate Day School**
\$20M | 43,969 sf | Project Operations Team Leader
- **BPS Cocoa Beach Jr./Sr. High & Performing Arts Center***
\$28M | Project Operations Team Leader
- **OCPS Winegard Elementary Renovations & Additions***
\$24M | Project Operations Team Leader
- **PCSD Lakeland Highlands Middle Gym & Renovations***
\$10.4M | Project Operations Team Leader
- **HCPS McLane Middle School Renovations & Gym***
\$5M | Project Operations Team Leader

**Previous Firm Experience*

EDUCATION & CERTIFICATIONS

Bachelor's in Business, UCF
 United Assoc. of Pipefitters & Plumbers
 5 Year Apprenticeship
 Completion of Primavera and Microsoft Scheduling Software
 Certified Licensed Florida Residential General Contractor & SWPPP Inspector
 OSHA 100 Certification
 American Red Cross First Aid & C.P.R. Certification

YEARS OF EXPERIENCE

With Scorpio: 1
 Total: 27

EXPERTISE

Options Analysis
 Options Analysis
 Design Review
 Value Engineering
 Life Cycle Cost Analysis
 Construction Scheduling
 Quality Control
 Constructability Analysis
 Cost Control
 Change Order Negotiation
 Claims Management
 Project Closeout
 Transition Planning



Frank Sagarese

FIELD OPERATIONS TEAM LEADER

Frank is a seasoned construction professional with over 40 years of industry experience. Frank began his career in New York, where he built a strong foundation working on complex, high-profile projects, including major commercial and concrete operations across the city. After relocating to Florida over two decades ago, Frank continued to elevate his career, bringing his knowledge and leadership to projects throughout the state. He has played a key role in overseeing large-scale projects and was responsible for managing more than 20 field supervisors on projects ranging from \$1M to \$87M, including over 80 projects in Brevard County. Frank’s experience, dedication, and commitment to excellence make him a tremendous asset on any project team.

EDUCATION & CERTIFICATIONS

- SWPPP Certified
- CPR & First Aid Certification
- OSHA 30 Hour Safety Certification

YEARS OF EXPERIENCE

With Scorpio: 1
Total: 43

EXPERTISE

- Safety
- Construction Scheduling
- Quality Control
- Constructability Analysis
- Cost Control
- Change Order Negotiation
- Claims Management
- Project Closeout
- Transition Planning
- Security Systems

PROJECT EXPERIENCE

- **City of Fruitland Park New Public Safety Facility**
\$10.5M | 20,707 sf | Field Operations Team Leader
- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Field Operations Team Leader
- **Seminole County Fire Station Renovations**
\$1.5M | size varies | Field Operations Team Leader
- **City of Clermont Fire Station No. 2 - Preconstruction**
\$3.2M | 6,500 sf | Field Operations Team Leader
- **Lake Technical College Institute of Public Safety Additions**
\$3.2M | 9,365 sf | Field Operations Team Leader
- **Brevard Public Schools Mid County Separate Day School**
\$20M | 43,969 sf | Field Operations Team Leader
- **Brevard County Cocoa Library Repairs***
\$80,000 | Field Operations Team Leader
- **Brevard County Melbourne Beach Library Exterior Repair***
\$200,000 | Field Operations Team Leader
- **Brevard County Visa Permitting Department Renno***
\$250,000 | Field Operations Team Leader

**Previous Firm Experience*



Chris Lewis

SENIOR PROJECT MANAGER

Chris provides a wealth of experience and knowledge in both Preconstruction and Project Management. Chris has managed and successfully delivered numerous multi-million dollar Construction Management projects for various municipalities throughout Florida. From project estimating to construction and beyond, Chris excels in all aspects of delivering the client's vision both on time and on budget.

PROJECT EXPERIENCE

- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Senior Project Manager
- **Seminole County Fire Station Renovations**
\$1.5M | size varies | Senior Project Manager
- **City of Clermont Fire Station No. 2 - Preconstruction**
\$3.2M | 6,500 sf | Senior Project Manager
- **Brevard Public Schools Mid County Separate Day School**
\$20M | 43,969 sf | Senior Project Manager
- **VCS Forest Lake Elementary School Parent Loop**
\$1.5M | 150,000 sf | Senior Project Manager
- **BPS West Melbourne School for Science Bld. Add.***
\$9.2M | 24,400 sf | Senior Project Manager
- **Volusia County Medical Examiner***
\$16M | 19,892 sf | Senior Project Manager
- **Volusia County Fire Station 15 Preconstruction***
\$10M | Senior Project Manager
- **City of DeBary Fire Station 39***
\$5M | Senior Project Manager
- **City of Daytona Beach FS #1 Preconstruction***
\$27M | Senior Project Manager
- **City of Deland Utilities Administration Building***
\$17M | Senior Project Manager

EDUCATION & CERTIFICATIONS

Bachelor of Construction Management, EU
 FL Certified Building Contractor #CBC1261411
 OSHA 30 Certification
 FMI Project Manager Academy
 VCARD Board of Directors
 ABC EIC Award

YEARS OF EXPERIENCE

With Scorpio: 1
 Total: 18

EXPERTISE

Options Analysis
 Options Analysis
 Design Review
 Value Engineering
 Life Cycle Cost Analysis
 Construction Scheduling
 Quality Control
 Constructability Analysis
 Cost Control
 Change Order Negotiation
 Claims Management
 Project Closeout
 Transition Planning

**Previous Firm Experience*



Erik McDonald

SENIOR FIELD MANAGER

Erik has over 15 years of industry experience and is a University of Central Florida alum. Erik is routinely acknowledged for his skill in becoming an integrated partner who works attentively with architects, engineers, and clients throughout the construction process to ensure continuity from preconstruction through warranty. He is dedicated to the goals of every project and operates with full transparency. His experience delivering all types of structures, systems, and finishes, has fostered an exceptional level of trust with industry professionals throughout the region.

PROJECT EXPERIENCE

- **City of Fruitland Park New Public Safety Facility**
\$10.5M | 20,707 sf | Senior Field Manager
- **City of Tavares New Public Works Operations Center**
\$19M | 48,000 sf | Senior Field Manager
- **Lake County Fire Station Wind Mitigation**
\$1.2M | size varies | Senior Field Manager
- **KPMG Learning, Development and Innovation Center ***
\$235M | 55 acres | Senior Field Manager
- **Blue Horizon Pharmaceutical Office Build Out***
86,000 sf | Senior Field Manager
- **USTA Training Facility***
Senior Field Manager

EDUCATION & CERTIFICATIONS

Bachelor of Arts in Business Administration/ Criminal Justice, UCF
OSHA 30 Hour Safety Certification
CPR & First Aid Certification

YEARS OF EXPERIENCE

With Scorpio: 2
Total: 15

EXPERTISE

Safety
Construction Scheduling
Quality Control
Constructability Analysis
Cost Control
Change Order Negotiation
Claims Management
Project Closeout
Transition Planning
Security Systems

**Previous Firm Experience*



Quality Control, Sanctions, and Adverse Litigation



Litigation History

Scorpio is a company that values building strong relationships with our clients, consultants, and trade partners. The company culture is centered around treating everyone with fairness and respect. As a result of these values, Scorpio, including its Qualifying Agent and Directors, have been fortunate to avoid any involvement in litigation or proceeding whereby, during the past ten (10) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

Scorpio has never been removed from a contract or failed to complete a contract as assigned, nor has Scorpio ever accrued liquidated damages or refused to sign a contract at the original bid amount submitted, or dealt with construction defaults, construction defects, breach of contract, etc.

Scorpio is committed to avoiding litigation and protecting our clients and partners.





Approach to the Project



Experts on Fire Stations

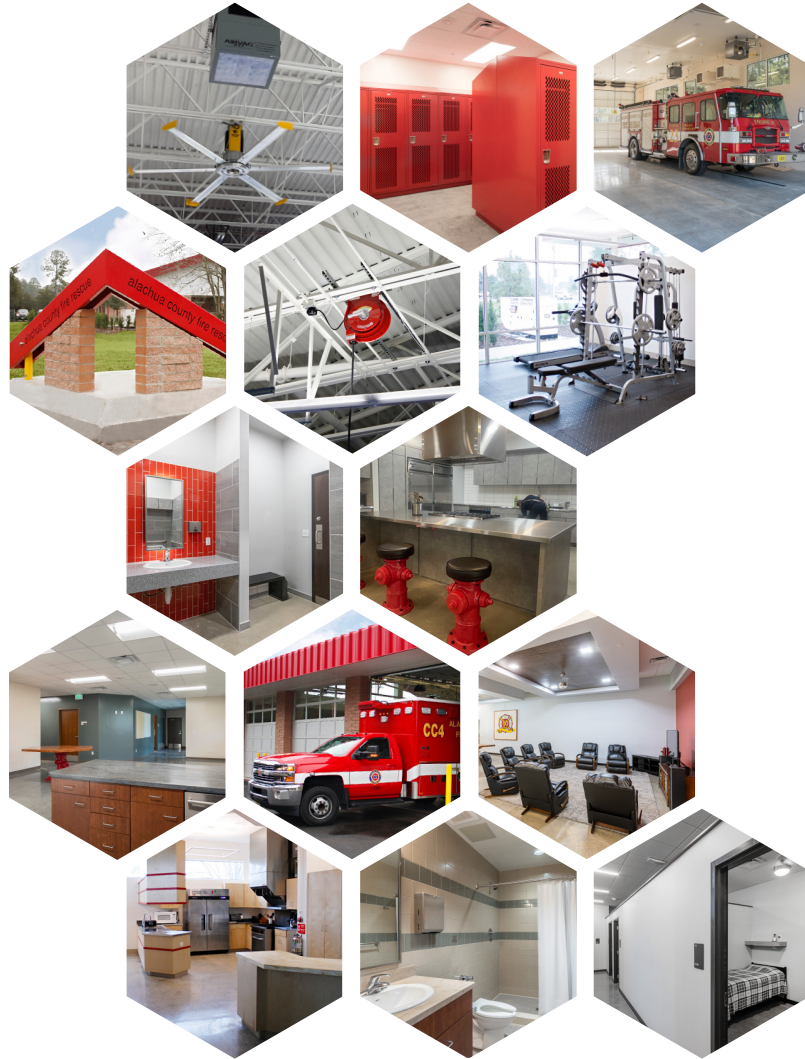
Our team has gained considerable design and construction knowledge over the last eight (8) years. During this time, we have coordinated and constructed four (4) new fire stations and are currently working on another two (2), as well as multiple renovations to active fire station through out Lake and Seminole Counties. Each of these projects has taught us valuable lessons in both the design and construction of new fire stations.

Recently, we completed the first two of four similarly-sized fire stations for Chief Theus and his team at Alachua County Fire Rescue using a prototype design. The first, Fire Station 80, was delivered in February 2024, and the second, Fire Station 21, was delivered in May 2025, with plans to continue this process annually until all 4 stations are completed by 2027. With each iteration, as we deliver these stations to the same community, owner, and design team, we continue to enhance the product. This initiative not only benefits us but also plays a vital role in supporting the courageous individuals who save lives every day. Through this process we are on track to deliver the third fire station at a lower total cost despite increasing market values materials and labor.

While, not completed, we are also working on several fire station renovations in Lake and Seminole County. We are delivering wind mitigation upgrades throughout 14 Lake County fire stations, where improvements are being implemented to enhance structural integrity and ensure continuity of emergency services during severe weather events. In Seminole County we are working on 50 Amp Shore Power Installs and Locker Room, Driveway and Apparatus Bay Renovations throughout 13 Active Fire Stations. We are eager to bring this same level of commitment and expertise to the City of Mount Dora as we work on delivering this fire station renovation on an active site.

Fire stations typically include unique systems in the apparatus bay, kitchens, bunkrooms, and equipment storage. Each of these spaces must provide for long term form and function. We have seen many of these systems and workflows evolve over the years. The recently completed fire Alachua County Fire Stations 80 and 21 are proof of this and will service its community for decades to come.

We have a clear understanding of the specialty design elements and systems required for this type of project. Each of our previous projects included full-site development with specific first responder requirements. These include heavy duty asphalt and concrete paving, emergency generators, and



multiple drive entrances and exists. Structural and envelope systems were meticulously evaluated for maximum value and performance. This is especially critical in the apparatus bay where structural slabs must be sloped to the trench drains across a typical drive-thru length of 70 feet. Roofing and window components provided high aesthetic appeal along with long term high performance.

The interior spaces for a Fire Station are planned around workflow and typically include turnout gear, decontamination, clean shower, locker rooms, day rooms, kitchen, dining, living quarters with bunk rooms, fitness area, classroom, and laundry. The apparatus bays typically include power reels, electric radiant heaters, large high volume ceiling fans, and suspended “airvac” hoseless engine exhaust removal units. The multi-bay apparatus areas are usually directly connected to decontamination, gear, PPE, EMS, and storage areas.



Understanding Your Project

The City of Mount Dora Fire Station Headquarters project is a complex, multi-phase initiative that requires careful integration of new construction and renovation within an actively operating public safety building. The project consists of the construction of a new administration building followed by the phased renovation of the existing fire station, all while maintaining uninterrupted emergency response capabilities. Scorpio understands that the defining challenge of this project is not the construction itself, but the continuous operation of critical life-safety services throughout the duration of the work. The Fire Department must remain fully functional at all times, with no disruption to apparatus deployment, personnel readiness, or response times. This constraint drives every aspect of project planning, from site logistics and access control to scheduling and sequencing of work activities.

The success of the project hinges on a well-executed phasing strategy. Phase 1 involves the construction of the new administration building in a manner that is fully isolated from ongoing station operations. Upon completion, a coordinated transition of staff into the new facility will occur, requiring detailed move planning, systems commissioning, and occupancy readiness. Phase 2 will then proceed with the renovation of the existing station, allowing for more efficient construction once administrative functions have been relocated.

In addition to phasing, Scorpio recognizes that site constraints, access management, and safety controls will play a critical role in maintaining operational continuity. Construction activities must be carefully coordinated to avoid conflicts with emergency vehicle circulation, and all work zones must be clearly separated from active areas of the station. Noise, vibration, and utility interruptions must be proactively managed to prevent impacts to daily operations. Scorpio also understands the importance of a robust preconstruction effort in achieving the City's goals for budget and schedule certainty. Early cost modeling, constructability reviews, and value engineering will be essential in aligning the design with available funding while maintaining the functional and operational requirements of the facility. The development of a transparent and well-defined GMP will provide the City with confidence in both cost control and project delivery. Ultimately, this project demands a Construction Manager who can think beyond traditional construction execution and operate with a strong focus on logistics, coordination, and risk mitigation in an occupied environment. Scorpio's approach is centered on delivering a seamless, well-orchestrated project that prioritizes safety, minimizes disruption, and supports the City of Mount Dora's mission to provide reliable and responsive public safety services to its community.





Preconstruction

Scorpio begins by establishing a strong foundation for project success through early coordination with the City and the ADG. During this phase, we confirm project goals, communication protocols, and administrative procedures. We develop a Project Controls with Procore (Project Manager Software), establish an early cost model, conduct a detailed review of the site and operational constraints which produces our CSI Plan (Circulation, Separation & Isolation). Particular focus will be placed on understanding all operations on the property, emergency vehicle circulation, and site access requirements. Early identification of risks allows the team to proactively develop mitigation strategies before design progresses and how construction will be able to commence. Preconstruction is the most critical phase of the project and is where Scorpio delivers the greatest value to the City. Our team manages this phase through a structured process that aligns design, budget, and schedule while reducing risk.



Delivering on Budget

Full team understanding of goals, responsibilities, communication, and commitment to the project.



Scorpio divides preconstruction into three stages: project evaluation, value alignment, and GMP development.

During project evaluation, we prepare conceptual budgets and preliminary schedules based on available design information and site conditions. We engage trade partners early to provide real time market input and validate cost assumptions.

During value alignment, Scorpio leads detailed constructability reviews and value engineering efforts. We analyze building systems, materials, and sequencing to ensure the project remains within budget while maintaining quality and performance. Our team continuously updates cost estimates and schedules at each design milestone to provide the City with accurate and current information.

During GMP development, Scorpio conducts competitive bidding for all subcontracted work, develops final project phasing, and prepares a detailed Guaranteed Maximum Price proposal. This includes all project costs, procurement strategies, and a fully coordinated master schedule. Throughout preconstruction, our team performs constructability reviews, develops schedules, identifies long lead materials, and prepares bid packages in accordance with the RFQ requirements.

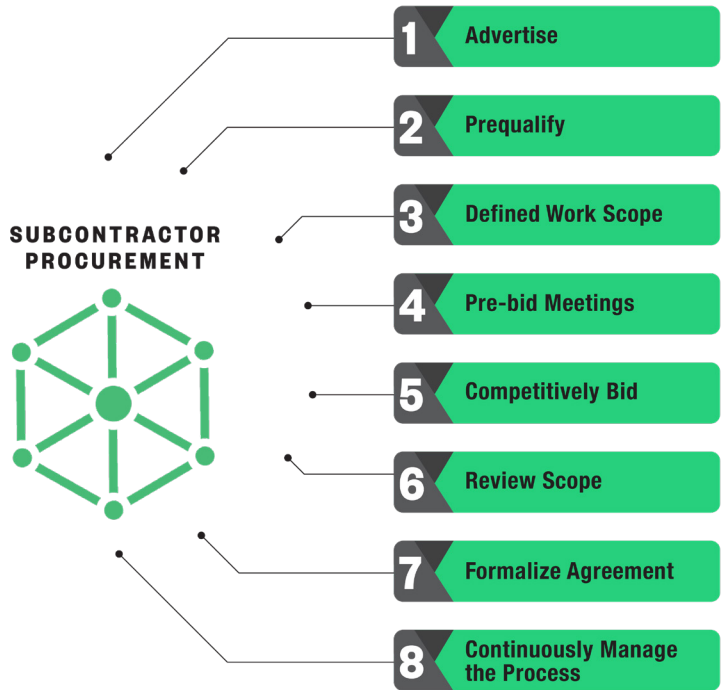


Procurement

Scorpio manages procurement through a competitive bidding process that maximizes participation from qualified trade partners and suppliers. All work is publicly bid in accordance with City requirements as well as Florida State Statutes and each proposal is thoroughly evaluated to ensure best value. We analyze prequalification packages for each trade partners to confirm that they are the Right Subcontractor, Right Price. This is a key element in Scorpio’s Procurement Process to set the project up for success.

The Scorpio Guarantee

Ultimately, we will provide the City and Architect with Trade Partner Leveling Sheets that identify the lowest qualified trade partner that is the right company for the project. Scorpio then pays Trade Partners on the 10th of each month regardless of if we have been funded on the project to give our trade partners the best advantage to perform on our projects. This not only encourages them to bid on your project, it lowers proposals on bid day due to no carrying costs for delayed payments, it allows smaller, local trade partners more opportunities to support elements of the project and lastly entices them to want to work on our project and sends additional resources to complete our projects on or ahead of schedule.



As we move forward to maintaining cost control after acceptance of the Guaranteed Maximum Price (GMP) Proposal, our team utilizes the detailed bid scopes and schedules prepared during preconstruction to clearly articulate expectations and honor commitments. At this time, we will also identify all Owner Direct Purchase Order opportunities to reduce sales taxes on major purchases and provide additional saving to the project. Our team monitors every expenditure, reviews subcontractor payment applications, and continually verifies that work in place matches billed work.

The duration of Procurement Phase will be driven by the City’s approval process, processing of ODPs and permit issuance. It is anticipated that it will be roughly 1-2 months for this stage.



Construction

PHASE 1 CONSTRUCTION OF NEW ADMIN BUILDING

Prior to mobilization, Scorpio will hold a Kick-Off Meeting for the construction of the new Fire Administration Building with all Stakeholders to outline all upcoming construction activities. This first phase of construction is critical to carry forward expeditiously in order to allow relocation of administrative staff prior to renovation of the existing facility. Scorpio develops and implements a detailed site logistics plan that ensures safe access for emergency vehicles and personnel at all times. Construction activities are coordinated to minimize disruption to ongoing operations and surrounding community activity. The work includes site preparation, structural construction, installation of building systems, interior buildout, and final commissioning. Special attention is given to the training and emergency operations center components to ensure functionality and reliability. Quality control procedures begin prior to installation and include pre installation meetings, submittal reviews, inspections, and testing. These measures ensure that all systems are installed in accordance with project specifications and industry standards.

The duration of Construction of the New Admin Building will be contingent upon existing site conditions and preparing the building footprint for vertical construction. If there are minimal conflicts with existing utilities and site conditions than vertical construction of the 5,000 SF building can be completed in roughly 7-8 months for this stage.

OPERATIONS RELOCATION TO NEW FACILITY

Upon substantial completion of the new Administration Building, Scorpio will coordinate the relocation of administrative and support staff. This transition will be carefully planned to maintain continuity of operations and minimize disruption. Commissioning will be complete, all systems functioning properly and we will welcome the City staff members into the new space as we look forward to embarking on the next phase of the project. This phase serves as a critical milestone that enables the second phase of the project and we anticipate it to be completed. The duration of occupying the new building will be mostly related to setup of the FF&E (Furniture, Fixtures, and Equipment) and IT related tasks. It is anticipated that it will be roughly 2-3 weeks for this stage.



PHASE 2 RENOVATION OF FIRE STATION #34

After staff relocation is complete, Scorpio will proceed with renovation of the existing fire station. This work includes selective demolition, interior reconstruction, and replacement of mechanical, electrical, plumbing, and communication systems. The renovation is performed in a phased manner to maintain ongoing fire department operations. Scorpio will coordinate all construction sequencing, temporary accommodations (if required), and safe circulation of personnel throughout the facility. All construction activities are planned to ensure that emergency response capabilities remain fully functional during renovation phase. Scorpio is currently performing interior renovations at two fire stations within Central Florida and understand how critical this is to maintaining first responders ability to move quickly and unimpeded. We will work closely with the City to ensure that is the case for this project.

The duration of Renovation of Fire Station #34 will be structured around how much of the existing space can be occupied at once and the micro-phasing that may need to occur to complete all tasks. If the space is minimally occupied and large work areas can be access then renovation of the existing 4,200 SF building can be completed in roughly 3-4 months for this stage.



Close-Out

At the conclusion of construction, Scorpio manages all closeout activities to ensure a smooth transition to operations. This includes final inspections, commissioning of building systems, preparation of accurate as-built documentation, delivery of operation and maintenance manuals, financial reconciliation for savings, and Owner turn-over. Scorpio also returns for quarterly inspections to ensure the building is operating properly and the City is happy with the services we provided. We take an informal approach but document formally. We will provide training for City personnel and remain engaged during the warranty period to address any issues that arise. Our goal is to deliver a fully functional facility that meets all operational requirements and provides long term value to the City. The typical duration of final project close-out will depend heavily on the financial close-out and desire from the City to spend any remaining project savings available. We anticipate that it will be roughly 30-90 days for this stage.

WARRANTY CLAIMS

Warranty claims are simple: clients contact us directly, and a Warranty Claim Ticket is opened. Requests are assigned and acted upon within 24 hours (sooner if urgent), and clients receive documentation of the resolution. All warranties begin at turnover and last one year. Clients notify us of issues with details for coordination. Our close-out package includes:

- Contractor Warranty
- Subcontractor Warranties
- Material Supplier Guarantees
- Inspections
- Test Reports
- Operation and Maintenance (O&M) Manuals
- Owner Training
- As-Built Drawings
- Approved Submittals
- Keys

Conclusion

Scorpio's Project Work Program is designed to deliver the Mount Dora Fire Station #34 and New Admin Building Project efficiently, safely, and without disruption to critical emergency services. By combining structured preconstruction planning, disciplined construction execution, continuous communication, and strong trade partner management, we will ensure that the project is completed on schedule, within budget, and to the highest standards of quality. We look forward to Making Your Building For Life!

PROJECT CLOSEOUT





Scope Response/Additional Info/Exceptions/Required Forms



PROPOSER CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The Response will be **electronically** delivered in time to be received no later than the specified due date **May 04, 2026** and time of **2:00 pm**. (Otherwise the Response WILL NOT be considered.)

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

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PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? Yes No

CONTRACT TOTALS:

List total contract amounts for work performed on all **completed** similar projects in the **past** five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary. Do NOT include current active contracts. See page 9 in Tab 2

\$ 125,700,000 Total Contract Amounts for work done on all **past** related projects.

REFERENCES:

Bank(s) Maintaining Account(s): South State Bank - John S. Roberts, Jr., Senior VP & Regional President

email: jsroberts@southstatebank.com phone: 352-333-6556

Surety/Underwriter: (if required) Hatcher Insurance - William J. Palmer, Attorney-in-Fact & Florida Resident Agent

email: jsroberts@southstatebank.com phone: 407-841-2686

Other References: (Use additional sheets if necessary)

See page 54 in Tab 6

TYPE OF FIRM:

Corporation/Years in Business: 13. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.



D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

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SOUTH STATE BANK

To whom it may concern,

D.E. Scorpio Corporation has been a valued client for 9 years. During this time the team at D.E Scorpio Corporation have always handled their accounts as agreed. Mr. Scorpio is a highly valued client of SouthState Bank and has historically maintained all accounts in a satisfactory manner.

If you need any further information regarding this client, please do not hesitate to give me a call.

Sincerely,



John S. Roberts, Jr.

Senior Vice President and Regional President

4100 NW 37th Pl

Gainesville, FL 32606

jroberts@southstatebank.com

352-333-6556 (office)

352-610-5556 (fax)



March 27, 2025

**RE: D.E. Scorpio Corporation
Letter of Bondability**

To Whom It May Concern:

It is the privilege of Hatcher Insurance and Swiss Re Corporate Solutions America Insurance Corporation to provide surety credit to D.E. Scorpio Corporation, with single project limits of \$100,000,000 and an aggregate uncompleted backlog of \$200,000,000. D.E. Scorpio Corporation has an impressive construction “track record”, an impeccable reputation, and are generally regarded as being one of the finest construction firms in the State of Florida. Swiss Re Corporate Solutions America Insurance Corporation has an “A+” (Superior) Rating, a financial size category of XV (\$2 billion or greater) by AM Best and has US Treasury Limit of \$113,827,000.

If D.E. Scorpio Corporation is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds, with a potential construction cost of up to \$76,000,000 subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between D.E. Scorpio, and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact our office.

Sincerely,

William J. Palmer
Attorney-in-Fact
Florida Resident Agent

**1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688**

Commercial Insurance • Surety Bonds • Personal Insurance • Employee Benefits • PEO



**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

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

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

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

Printed Name: Domenic Scorpio

Title: President & CEO

Signature:

Date: May 4th, 2026

Remainder of Page Intentionally Left Blank



AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071 ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Domenic Scorpio, and having first made due oath or affirmation, states: (Write Name Here)

- 1. My name is Domenic Scorpio (Write Name Here)
2. I am the President & CEO of D.E. Scorpio Corporation (dba Scorpio) (Insert Job Title) (Insert Company Name)
3. The Company was formed in Alachua County, FL and is a Corporation (Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern)
b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

Signed and Delivered on this 4th day of May, 2026.

BY: [Signature] Signature of Affiant Domenic Scorpio Printed Name

STATE OF FLORIDA COUNTY OF Orange President & CEO

Sworn to and subscribed before me by means of [] physical presence or [x] online notarization on this 4th day of May 2026, by Domenic Scorpio, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Company, and who [x] is personally known to me or [] has produced as identification.

(stamp) MARC DENIEL BAQUER JAVIER Notary Public State of Florida Comm# HH446702 Expires 9/20/2027

[Signature] Marc Javier #HH446702 NOTARY PUBLIC



SCRUTINIZED COMPANIES LISTS CERTIFICATION

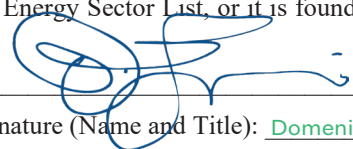
Respondent/Company Name: Domenic Scorpio
Name of Company: D.E. Scorpio Corporation (dba Scorpio)
FEIN: 46-2621773
Authorized Representative's Name and Title Domenic Scorpio, President & CEO
Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751
Phone Number: 407-495-2810 Email Address: domenic@scorpioco.com

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), Florida Statutes or is engaged in any business operations with Cuba or Syria. .

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <https://www.sbafla.com/reporting/>.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: 
Authorized Signature (Name and Title): Domenic Scorpio, President & CEO
Print Name: Domenic Scorpio
Print Title: President & CEO



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 Scorpio, 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 (with handwritten signature)

D.E. Scorpio Corporation (dba Scorpio) Company

Domenic Scorpio Printed Name

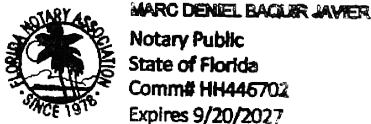
President & CEO Title

STATE OF FLORIDA CITY OF Maitland

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)

Marc Javier #HH446702 NOTARY PUBLIC





CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

D.E. Scorpio Corporation (dba Scorpio)

151 Southhall Lane, Suite 170

Company

Address

Authorized Signature

Maitland, FL 32751

City, State, Zip Code

Domenic Scorpio, President & CEO

407-495-2810

Printed Name & Title

Telephone No.

domenic@scorpioco.com

352-363-6071

Email

Fax No.

STATE OF FLORIDA

COUNTY OF Orange

Sworn to and subscribed before me by means of [] physical presence or [x] online notarization on this 4th day of May 2026, by Domenic Scorpio, who personally swore that he/she is authorized to execute this Agreement and thereby bind the proposer, and who [x] is personally known to me or [] has produced _____ as identification.

(stamp)

Marc Javier #HH446702

NOTARY PUBLIC



MARC DENIEL BAQUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027



DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-FD-016 “Construction Manager at Risk (CMAR) Services – Fire Station #34 Renovation and Construction of New Fire Administration Building Projects”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.


The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-FD-016 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATION BUILDING PROJECTS.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____
4th day of May, 2026 in the City of Maitland, in the State of Florida.

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.



INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 2. Commercial General Liability <u>Damage</u> after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property</u> (Occurrence Form) patterned <u>\$2,000,000</u> single limit per occurrence
<input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant 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.	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ <u>500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
<input checked="" type="checkbox"/> 5. Other Insurance as indicated below: Occurrence Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input checked="" type="checkbox"/> 7. Builder's Risk Insurance at 100% of GMP amount.	
<input checked="" type="checkbox"/> 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
<input checked="" type="checkbox"/> 9. 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 and Additional Insured.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. Thirty (30) Days Cancellation Notice required.
11. The Certificate must state "RFQ #26-FD-016 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS"

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address

Authorized Signature (with handwritten signature)

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

HUB International
Insurance Agency

Signature of Proposer's Agent (with handwritten signature)



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS



DESCORP-01

AKIOUTAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hub International Florida, 2811 NW 41st Street, Gainesville, FL 32606. CONTACT NAME: andrea.kioutas@hubinternational.com. INSURER(S) AFFORDING COVERAGE: Valley Forge Insurance Company, The Continental Insurance Company, Bridgefield Employers Insurance Company, Westchester Surplus Lines Insurance Co., Starstone Specialty Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re; RFQ #26-FD-016 Construction Manager at Risk (CMAR) Services - Fire Station #34 Renovation and Construction of new fire Administration Building Projects

CERTIFICATE HOLDER: City of Mount Dora, Mount Dora, Florida. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

The RFQ required \$2,000,000, our General Liability policy has \$1,000,000 per occurrence, however we have and Umbrella policy that would pick up after the \$1,000,000 that will cover the remaining amount.





DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

- YES
- NO

D.E. Scorpio Corporation (dba Scorpio)

Company

Authorized Signature

Domenic Scorpio, President & CEO

Printed Name & Title

domenic@scorpioco.com

Email

151 Southhall Lane, Suite 170

Address

Maitland, FL 32751

City, State, Zip Code

407-495-2810

Telephone No.

352-363-6071

Fax No.



NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida
County of Orange

Domenic Scorpio, being first duly sworn, deposes and says that:

I am the President & CEO of D.E. Scorpio Corporation (dba Scorpio), (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-FD-016.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-FD-016, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-FD-016, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.


The price or prices quoted in the Proposer's Response to RFQ #26-FD-016 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

D.E. Scorpio Corporation (dba Scorpio)
Company
[Signature]
Authorized Signature
Domenic Scorpio, President & CEO
Printed Name & Title
domenic@scorpioco.com
Email Fax No.

151 Southhall Lane, Suite 170
Address
Maitland, FL 32751
City, State, Zip Code
407-495-2810
Telephone No.
352-363-6071

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)

MARC DENIEL BAGUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027

[Signature]
Marc Javier #HH446702
NOTARY PUBLIC



ACKNOWLEDGEMENTS
RFQ #26-FD-016

“CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE DEPARTMENT
#34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION
BUILDING PROJECTS.”

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

D.E. Scorpio Corporation (dba Scorpio) (Proposer) guarantees

its Response to RFQ #26-FD-016 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 4th day of May, 2026
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

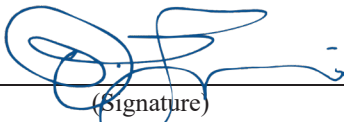
By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By:  / Domenic Scorpio
(Signature) (Print name)

Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL
INFO/REQUIRED FORMS

Telephone: (407) 495-2810 Fax: (352) 363-6071

Taxpayer/Employer Identification Number (TIN/EIN): 46-2621773

State of Incorporation:

Corporate President: Domenic Scorpio
(Print Name)

Corporate Secretary: Holly Scorpio
(Print Name)

Corporate Treasurer: Jill Altman
(Print Name)

CORPORATE SEAL

Attest By: Holly Scorpio
Secretary

Signature: *Holly* Date: 05/04/2026



Remainder of Page Intentionally Left Blank



COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-FD-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: D.E. Scorpio Corporation (dba Scorpio)

Authorized representative (printed): Domenic Scorpio, President & CEO

Authorized representative (signature): [Signature]

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)
MARC DENIEL BAQUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027

[Signature]
Marc Javier #HH446702
NOTARY PUBLIC



REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. **Do not include active projects.** Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Alachua County Fire Rescue
 Address: 911 SE 5th St, Gainesville, FL 32601
 Point of Contact: Harold Theus, Fire Chief
 Phone #: 352-384-3132 Email address: hmt@alachuacounty.us
 Service(s) Provided: Construction Management for
Fire Stations 33,40, 21,80
 Dates of Service: 2016-2026

2. Name of Company: City of Tavares
 Address: 201 E. Main St. Tavares, FL 32778
 Point of Contact: James Dillion, Public Works Director
 Phone #: 352-742-6209 Email address: jdillion@tavares.org
 Service(s) Provided: Construction Management for
City of Tavares New Public Works Operations Center
 Dates of Service: 2023-2026

3. Name of Company: Lake Technical College
 Address: 2001 Kurt St, Eustis , Florida 32726
 Point of Contact: DeAnna Thomas, Executive Director
 Phone #: 352-589-2250 ext.1815 Email address: thomasd@lake.k12.fl.us
 Service(s) Provided: Construction Management for LT Institute of Public Safety,
City of Tavares New Public Works Operations Center, LT Kurt St Expansion, Lincoln Park Remodel
 Dates of Service: 2023-2026

4. Name of Company: City of Gainesville
 Address: 201 E. Main St. Tavares, FL 32778
 Point of Contact: Rachel Mandell, Acting Director and Project Manager for Wild Spaces & Public Places
 Phone #: 352-393-8544 Email address: mandellrc@gainesvillefl.gov
 Service(s) Provided: Construction Management for Tom Petty Park Improvements
9th St. Urban Walkway and 4th Ave. Utility Underground, Community Reinvestment Area GTEC Building Office Renovation
 Dates of Service: 2018-2026



PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Domenic Scorpio [NAME] as the President & CEO [TITLE] of D.E. Scorpio Corporation (dba Scorpio) [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 46-2621773.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).



FIRM INFORMATION

Firm is a:

- Corporation
- Partnership
- Sole Proprietorship
- Other _____ (Explain)

Federal Employer Identification Number: 46-2621773

Firm Name: D.E. Scorpio Corporation (dba Scorpio)

Mailing Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751


Telephone No.: 407-495-2810 Fax No.: 352-363-6071

Email Address: domenic@scorpioco.com Web Address: scorpioco.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Domenic Scorpio, President & CEO



RFQ #26-FD-016
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE DEPARTMENT #34
RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING
PROJECTS”

SUBCONTRACTOR LISTING (SPECIFY THE APPLICABLE PROJECT)

Provide a name, and address of all sub-contractors that have the potential to work on this project. If no sub-contractor(s) are to be used, please return this form marked with “NONE” as your response.

Table with columns: Trade, Company Name, First Name, Last Name, Email Address, City, State, County, Phone. Lists various subcontractors for trades like Cast In Place Concrete, Waterproofing, Precast Concrete, etc.

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Hartford South LLC	Joseph	English	english@hartfordsouth.com	Orlando	FL	Orange	
Visual Display Boards	HD Supply White Cap Construction Supply	Crystal	Bryant	crystalbryant@whitecap.net	Orlando	FL	Orange	(407) 298-7083
Unassigned	HEICHEL PLUMBING	DEBBIE	ROGERS	drgers@heichelplumbing.com	Winter Garden	FL	Orange	(407) 656-7073
Plumbing Contractor	Heichel Plumbing Inc	dave	conto	dconto@heichelplumbing.com	Winter Garden	FL	Orange	(407) 307-6561
Structural Metal Framing	Hub Steel	John	Mescham	john@hubsteel.com	Orlando	FL	Orange	(407) 581-0665
Site Earthwork	Hubbard Construction	Jon	Ritchey	jon.ritchey@hubbard.com	Winter Park	FL	Orange	(407) 645-5500
Flooring	Hudson-Everly Commercial Flooring	Ron	Hudson	RHUDSON@HUDSONEVERLY.COM	Orlando	FL	Orange	(407) 296-8770
Special Purpose Rooms	IMPERIAL BUILDERS & SUPPLY INC.	Peter	Fries	peter@imperialbuilders.com	Apopka	FL	Orange	(800) 442-2147
Wood Flooring	International Flooring, Inc.	Angela	Wiley	awiley@iflooring.com	Orlando	FL	Orange	(407) 296-7465
Identification Devices	International Signs and Lighting	Therese	Smyntek	sales@sjanco.us	Apopka	FL	Orange	(386) 951-6399
Unassigned	interstate painting	hugo	sarmiento	hugo@interstatetf.com	Orlando	FL	Orange	(407) 601-4985
Site Earthwork	JCB Construction, Inc.	Tex	Heyman	theyman@jcbcon.net	Orlando	FL	Orange	(407) 425-9880
Acoustical Treatments	Kaye Acoustics, Inc.	Rod	Rennebu	rod@kayesacoustics.com	Winter Park	FL	Orange	(407) 679-1499
Storefront Entrances	Kelley & Son Glass Service, Inc.	Don	Kelley	donkelley@kelseyglass.com	Orlando	FL	Orange	(407) 299-1774
Exterior Insulation Finish Systems	Kenpat Central Florida, LLC	Phil	Klote	estimating@kenpat.net	Apopka	FL	Orange	(407) 464-7070
Exterior Insulation Finish Systems	KHS&S	Jaime	Rodriguez	jaime.rodriguez@khss.com	Orlando	FL	Orange	(407) 425-5550
Drywall	KHS&S Contractors Inc	Jeff	Shepherd	jeff.shepherd@khss.com	Orlando	FL	Orange	(407) 425-5550
Hydraulic Elevators	KONE Inc.	Taylor	Vaughan	taylor.vaughan@kone.com	Orlando	FL	Orange	(407) 812-8033
Identification Devices	Lauretano Sign Group	Alex	Lauretano	alex@lauretano.com	Windermere	FL	Orange	(866) 302-9187
Independent Testing Lab	Leading Edge Land Services	Karol	Hofus	khofus@leadingedges.com	Orlando	FL	Orange	(407) 351-6730
Cast In Place Concrete	Lighthouse Masonry	Joe	Ziglar	joziglar@lighthousemasonry.com	Apopka	FL	Orange	(407) 703-5514
Drywall	Mader Southeast	William	Johnson	wjohnson@madersoutheast.com	Orlando	FL	Orange	(407) 877-8818
Exterior Insulation Finish Systems	Mader Southeast, Inc.	Karl	Pearson	kpearson@madersoutheast.com	Orlando	FL	Orange	(407) 877-8818
Flooring	Martin Boller Commercial Flooring, Inc.	Kevin	Roat	kroat@martinboller.com	Orlando	FL	Orange	(407) 290-8989
Membrane Roofing	Martin Roofing Services	Jeremiah	Dice	jeremiahdice@martinroofingservices.com	Winter Park	FL	Orange	(407) 679-4553
Technology And Communications Systems	Maxwell Lightning Protection of Florida Company	Guy	Maxwell	info@maxwelllightning.com	Lake Buena Vie	FL	Orange	(407) 827-6328
Technology And Communications Systems	McLean Lightning Protection	Paul	Parsons	paul@mcleanlp.com	Orlando	FL	Orange	(407) 568-2782
HVAC Contractor	Mechanical Services of Central Florida, Inc.	Stacey	O'Rourke	bidrites@mscfla.com	Orlando	FL	Orange	(407) 857-3510
Site Earthwork	Mercon Construction Company	Anwesh	Mullangi	a.mullangi@merconconstruction.com	Winter Park	FL	Orange	(407) 260-6710
Metal Doors & Frames	Mills & Nebraska	Jennifer	Hughes	estimating@millsnebraska.com	Orlando	FL	Orange	(407) 298-5600
Unassigned	Miner Corporation	Binky	Conklin	bconklin@minercorp.com	Apopka	FL	Orange	(407) 210-6400
Specialty Doors	Miner Ltd.	Mike	Walters	minefsales@minercorp.com	Apopka	FL	Orange	(407) 880-4664
Dampproofing & Waterproofing	Moss Waterproofing & Painting Co., Inc.	Chad	Drescher	estimating@mosswaterproof.com	Winter Park	FL	Orange	(407) 671-5080
Composite Panels	NU-RG Cladding	Paul	Volmarans	pvolmarans@nu-rgcladding.com	Apopka	FL	Orange	(407) 464-7070
Technology And Communications Systems	NU-Age Systems, LLC	David	Taff	dtaff@nu-agesystems.com	Orlando	FL	Orange	(407) 251-4949
Manufactured Casework	Nycom Inc	David	Brohl	dbrohl@nycominc.com	Orlando	FL	Orange	(804) 419-8114
Cast In Place Concrete	OUP Construction	Orlando	Lorenzo	clorenzo@oupcorstruction.com	Orlando	FL	Orange	(407) 384-8377
Independent Testing Lab	ON POINT SURVEYING INC	Janna	Moslow	marketing@on-pointsurveying.com	Winter Garden	FL	Orange	(407) 989-8102
Metal Doors & Frames	org_jeffcoulter	Todd	Adams	todd.adams@allegion.com	Orlando	FL	Orange	(407) 571-2000
Window Treatments	Orlando Blinds Factory	bill	berg	bill@orlandoblindsfactory.com	Orlando	FL	Orange	(407) 826-1688
Testing, Adjusting, And Balancing	Orlando Test and Balance	James	Haddick	James@OrlandoTestandBalance.com	Orlando	FL	Orange	(877) 675-3582
Hydraulic Elevators	Otis Elevator Company	Kyle	Leist	kyle.leist@otis.com	Orlando	FL	Orange	(407) 438-3633
Membrane Roofing	P&A Roofing and Sheet Metal, Inc.	Shaun	Tutill	stutill@pa-roofing.com	Orlando	FL	Orange	(407) 650-9541
Unassigned	Perfection Architectural Systems	Estimating	Department	estimating@perfectionarch.com	Orlando	FL	Orange	(407) 671-6225
Protective Covers	Perfection Architectural Systems, Inc.	Odalis	Delgado	oddelgado@perfectionarch.com	Orlando	FL	Orange	(407) 671-6225
Unassigned	Pinnacle Alarm Systems LLC	David	Winterton	d.winterton@pinnacle-alarm.com	Winter Park	FL	Orange	
Paints & Coatings	Plummer Painting & Waterproofing	Rich	Thomas	bids@plummerinc.com	Winter Park	FL	Orange	(407) 585-0210
Electrical Contractor	Potential Electric, LLC	Edgar	Bansil	edgarbansil@potentialelectrical.com	Orlando	FL	Orange	(407) 648-4433
Paints & Coatings	PPC Professional Services, Inc.	Louie	Ramos	louie@ppcpainting.com	Orlando	FL	Orange	(407) 203-0617
Testing, Adjusting, And Balancing	Precision Balance Inc	Michael	Maloney	precisionbal@aol.com	Orlando	FL	Orange	(407) 876-4112
Fluid-Applied Flooring	PremiUS of Orlando, Inc	Estimating	Premus	estimating@premius.com	Orlando	FL	Orange	(407) 654-3099
Technology And Communications Systems	Pro Sound, Inc.	Kelly	Prince	kprince@prosound.net	Orlando	FL	Orange	(407) 816-9400
Masonry Contractor	Pyramid Masonry Contractors	Bill	Parsons	bparsons@pyramidmasonry.net	Orlando	FL	Orange	(407) 816-5740
Technology And Communications Systems	Quality Cable Contractors, Inc.	Quality Cable	Contractors	alain@qccflorida.com	Orlando	FL	Orange	(407) 246-0606
Cast In Place Concrete	Randall Family Of Companies	Tim	nez	tim@rconcretedivision.com	Apopka	FL	Orange	(407) 553-7214
HVAC Contractor	Randall Mechanical	Sandro	Cornelio	scornelio@randallconstruction.com	Apopka	FL	Orange	(407) 464-7776
Landscapeing	Removed from Down To Earth Landscape & Irrigation	Steve	Holland	steve.holland@down2earthinc.com	Maitland	FL	Orange	(321) 237-1672
Drywall	Removed from ME, Inc	Yvon	Brunache	yvon@macalinteriors.com	Apopka	FL	Orange	(407) 822-4313
Technology And Communications Systems	Removed from Radio One	Surren	Maraj	smaraj@radio1inc.com	Orlando	FL	Orange	(407) 458-4970
Unassigned	Removed from TAW Power Systems, Inc	John	Bruni	john.bruni@tawinc.com	Orlando	FL	Orange	(407) 855-0974
Unassigned	rexel	Tom	Edens	thomas.edens@rexelusa.com	Orlando	FL	Orange	(407) 244-8344
Unassigned	REXEL	Kevin	Johnson	kevin.johnson@rexelusa.com	Orlando	FL	Orange	
Flooring	Rivera Tile & Stone, Inc.	Nehemias	Rivera	rrivera@riveratileandstone.com	Orlando	FL	Orange	(407) 275-0571
Fences And Gates	Rose Fence Company	Tom	Calvert	tcalvert@rosefencecompany.com	Orlando	FL	Orange	(407) 382-5000
Hydraulic Elevators	Schindler Elevator Corporation	Hunter	DeViese	hunter.deviles@schindler.com	Orlando	FL	Orange	(407) 473-0691
Cast In Place Concrete	Seretta Construction	Richard	Hair	rhair@seretta.com	Apopka	FL	Orange	(407) 290-9440
Window Treatments	Shades To You	Bob	Czesnakowicz	bob.c@shadestoyou.com	Apopka	FL	Orange	(407) 889-0049
Unassigned	Shaw Mechanical	Jeff	Carter	JCarter@shawmechanical.com	Orlando	FL	Orange	(407) 835-7880
Paints & Coatings	Silva's Painting & General Services, LLC	Leo	Silva	info@silvas-painting.com	Orlando	FL	Orange	(407) 477-4476
Fire Sprinkler Contractor	SimplexGrinnell	matt	rozzi	mrozzi@simplexgrinnell.com	Orlando	FL	Orange	(407) 340-8752
Athletic, Recreational, And Therapeutic Equ	Site Horizons, LLC	Ebba	Bowen	ebbbowen@ctflr.com	Winter Garden	FL	Orange	(407) 637-9385
Manufactured Casework	SMI Cabinetry	Tarek	Rihan	tr@smi-cabinetry.com	Orlando	FL	Orange	(407) 841-0292
Unassigned	Solotech Sales and Integration USA Inc.	Jason	Donegan	jason.donegan@solotech.com	Orlando	FL	Orange	
Residential Equipment	Southeast Steel	EVANS	HARRIS	evans@southeaststeel.net	Orlando	FL	Orange	(407) 423-7654
Independent Testing Lab	Southeastern Surveying	Dave	Rentfrow	info@southeasternsurveying.com	Orlando	FL	Orange	(407) 292-8580
Building Insulation	Southern Foam Insulation Inc.	Marilyn	Balgobin	estimating@southernfoaminsulation.com	Winter Garden	FL	Orange	(407) 654-1251
Exterior Insulation Finish Systems	Spectro Construction Inc	Armando	Silva	estimating@spectroconstruction.com	Orlando	FL	Orange	(407) 202-5009
Paints & Coatings	SPR Services, Inc	Gregg	Saxonis	bids@sprservices.com	Maitland	FL	Orange	(407) 834-0031
Theater And Stage Equipment	Stage Equipment And Lighting	Curt	Contrata	ccontrata@seal-fla.com	Orlando	FL	Orange	(407) 425-2010
Exterior Insulation Finish Systems	Starkevich Systems, Inc.	Dan	Wallace	dan@starkevichsystems.com	Orlando	FL	Orange	(407) 855-0222
Protective Covers	Sundance Architectural Products	Clarke	Stresing	clarke.stresing@sdap.com	Orlando	FL	Orange	(407) 297-1337
Unassigned	Sunrise Walls and Ceilings	Chris	O'Brien	sunrisewallsandceilings@gmail.com	Apopka	FL	Orange	(321) 806-7115

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Sutter Roofing	Alexander	Paz	apaz@sutterroofing.com	Orlando	FL	Orange	(407) 367-4500
Hydraulic Elevators	T K Elevator Corporation	James	Marcic	james.marcic@tkvassenkupp.com	Orlando	FL	Orange	(804) 334-9074
Metal Doors & Frames	Taylor Cotton & Ridley Inc	LynDea	Drury	ldrury@taylorcottonridley.com	Orlando	FL	Orange	(407) 298-5114
Plumbing Contractor	Tharp Plumbing Systems Inc	Chris	Joyce	estimating@tharpplumbing.com	Orlando	FL	Orange	(407) 295-2370
Masonry Contractor	The Ford Design Group, LLC	Shawn	Ford	fordrecovery@gmail.com	Winter Park	FL	Orange	(321) 231-4518
Electrical Contractor	Titan Electric Southeast	Jason	Burger	jab@titanelectric-se.com	Orlando	FL	Orange	
Masonry Contractor	Toltec Construction	Yasmin	James	Yasmin@ToltecConstruction.com	Winter Garden	FL	Orange	(407) 654-2648
Unassigned	UES	Brad	Duggar	bradduggar@uesfl.com	Orlando	FL	Orange	(407) 246-1992
Fire Sprinkler Contractor	United Fire Protection	Nick	Sciortino	nick@unitedfirepro.com	Orlando	FL	Orange	(407) 299-0201
Drywall	United Wall Systems	Jimmy	Jones	jjones@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Unassigned	United wall systems	Brittany	Oliver	boliver@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Landscaping	ValleyCrest Landscape Development, Inc.	Ron	Classen	rclassen@valleycrest.com	Orlando	FL	Orange	(407) 296-7100
Landscaping	Visionescape Landscaping Solutions, Inc.	Jennifer	Ramos	dave@vscape.com	Orlando	FL	Orange	(407) 355-0588
Identification Devices	Vital Signs of Orlando, Inc.	Gary	Stephens	estimating@vitalsignsflorlando.com	Apopka	FL	Orange	(407) 297-0680
Cast In Place Concrete	VMG Construction Inc	Adolfo	Galvan	adolfo@vmgconstructioninc10.com	Winter Garden	FL	Orange	(407) 347-9536
General Contractor	Votum Construction LLC	Gary	Wallace	gwallace@votumllc.com	Orlando	FL	Orange	(407) 704-1743
Fire Sprinkler Contractor	VSC Fire & Security	josh	schulze	rschulze@vscfs.com	Orlando	FL	Orange	(407) 679-3332
Exterior Insulation Finish Systems	Walmark Contracting - Orlando	Dan	Whited	dwhited@wmo.ncusa.com	Orlando	FL	Orange	(407) 294-5051
Site Earthwork	Wayne Automatic Fire Sprinklers	Josthen	Maldonado	jkmaldonado@waynefire.com	Ocoee	FL	Orange	(407) 656-3030
Plumbing Contractor	Westbrook Service Corporation	Estimating	Department	estimating@westbrookfl.com	Orlando	FL	Orange	(407) 529-4082
Dampproofing & Waterproofing	Western Waterproofing	Chris	McCarthy	chrism@westerngroup.com	Winter Park	FL	Orange	(407) 647-4175
Flooring	Workscapes	Jillian	McCluskey	jmccluskey@workscapes.com	Orlando	FL	Orange	(407) 569-6770
Flooring	Workscapes Flooring	greg	slutsky	gslutsky@workscapes.com	Orlando	FL	Orange	(407) 791-9143
Unassigned	world electric	Matthew	Silieti	matt.silieti@worldelectricsupply.com	Orlando	FL	Orange	(407) 803-5329
Unassigned	World Electric Supply	Donald	Wick	donnie.wick@worldelectricsupply.com	Orlando	FL	Orange	(772) 413-1231
Identification Devices	Apco Graphics Inc	Patrice	Howard	phoward@apcosigns.com	St. Cloud	FL	Osceola	(407) 497-1480
Exterior Insulation Finish Systems	Auer & Kompany	Steve	Auer	steve@auercompany.com	Kissimmee	FL	Osceola	(407) 518-7777
Unassigned	C&C Silt Fencing Corp	Christopher	Caples	siltfencing@aol.com	St. Cloud	FL	Osceola	(407) 891-0629
Dampproofing & Waterproofing	Empire Waterproofing Inc	Marvin	Grijalva	mrgrijalva@empirewaterproofingfl.com	Kissimmee	FL	Osceola	(407) 334-8104
Site Earthwork	Jr. Davis Construction Company, Inc.	Estimating	Department	ITB@j.davis.com	Kissimmee	FL	Osceola	(407) 870-0066
Technology And Communications Systems	JTLP Inc.	JTLP	Estimating Departme	estimating@jtlp.com	Kissimmee	FL	Osceola	
Flooring	Kissimmee Carpet, Tile, & Stone, Inc.	Ron	Munsch	ron@kissimmecarpet.com	Kissimmee	FL	Osceola	(407) 846-1511
Metal Doors & Frames	Removed from Performance Door and Hardware	Joseph	Byington	byington@performancedoor.com	Kissimmee	FL	Osceola	(407) 932-2115
Landscaping	Sterling Silver Scape and Sod	Alice	Capehart	estimating@sterlingsilverlandscaping.com	Kissimmee	FL	Osceola	(407) 846-3225
Electrical Contractor	Terry's Electric	Daniel	Preast	dpreast@terryselectric.com	Kissimmee	FL	Osceola	(407) 572-2168
Identification Devices	The Graphic, Signs and Identities Group	Doug	Cleghorn	officemgr@thesiggroup.com	Kissimmee	FL	Osceola	(407) 935-1876
Exterior Insulation Finish Systems	Triangle Construction, Inc.	Ann	Blanchette	ablanchette@tcfm.com	Kissimmee	FL	Osceola	(407) 846-8274
Structural Metal Framing	TWIN CITY WELDING & ERECTION, INC.	David	Lucey	dlucey5859@embarqmail.com	St. Cloud	FL	Osceola	(407) 892-5022
Window Treatments	AAA Blinds	Brian	Warren	info@aaablindslakeland.com	Lakeland	FL	Polk	(863) 682-2334
General Contractor	Brothers In Arms Multi-Services Group	Brad	Hanke	brothersinarmsmgs@gmail.com	Lakeland	FL	Polk	(863) 244-1022
Membrane Roofing	Central Roofing of FL, LLC	Florian	Kowalski	florian@centralroofingfl.net	Lakeland	FL	Polk	(863) 500-8006
Structural Metal Framing	GMF Steel Group	Bids	GMF Steel Group	bids@gmfsteel.com	Lakeland	FL	Polk	(863) 646-5081
Membrane Roofing	R.F. Lusa & Sons Sheet Metal, Inc.	Joe	Lusa	robert@rfusa.com	Lakeland	FL	Polk	(863) 682-0798
Visual Display Boards	Rolling Oak Supply, Inc.	Ken	Kirkland	ken@rollingoak.supply	Lakeland	FL	Polk	(863) 688-9007
Window Treatments	72 Hour Blinds Inc.	matt	kirkland	matt@72hourblindsinc.com	Oviedo	FL	Seminole	(407) 366-8720
Unassigned	ABB	Earl	McLeod	earl.mcleod@bus.abb.com	Lake Mary	FL	Seminole	
Metal Doors & Frames	Architectural Openings Inc	Chris	Bussart	trussub@embarqmail.com	Longwood	FL	Seminole	(407) 260-7110
Technology And Communications Systems	AW-SPL	Matt	Smith	matthew.smith@avispl.com	Altamonte Sprin	FL	Seminole	(407) 786-5000
Cast In Place Concrete	BNG Construction, Inc.	Bryan	Beckman	bryan@bngconstruction.net	Sanford	FL	Seminole	(407) 688-1747
Dampproofing & Waterproofing	Central Florida Waterproofing, Inc.	Michelle	Braun	michelle@cfwp.com	Longwood	FL	Seminole	(407) 696-8188
HVAC Contractor	Comprehensive Energy Services, Inc.	Estimating	Department	estimatingdepartment@ceamechanical.co	Longwood	FL	Seminole	(407) 682-1313
Unassigned	Convergent	Adam	Matinez	adam.martinez@convergent.com	Lake Mary	FL	Seminole	(407) 832-5001
Site Earthwork	Cronin Construction Corp	Jeanette	Hammersley	jeanette@croninforstework.com	Altamonte Sprin	FL	Seminole	(407) 339-5120
Site Earthwork	Cypress Gulf Development Corp	Chris	Cox	ccox@cypressgulf.com	Sanford	FL	Seminole	(407) 878-4467
Lightweight Concrete Roof Insulation	Deck Systems, Inc.	Ken	Poe	kpoe@decksystems.com	Altamonte Sprin	FL	Seminole	(407) 830-1881
Fire Sprinkler Contractor	Delta Fire Sprinklers	Marilyn	Remington	mremington@delta-fire.com	Sanford	FL	Seminole	(407) 328-3000
Entrances & Storefronts	Diamond Architectural Glass, Inc	Richard	Ruggieri	rich@daglassinc.com	Longwood	FL	Seminole	(407) 331-7780
Protective Covers	Dittmer Architectural Aluminum	Shell	Dittmer-Smith	estimating@dittdeck.com	Winter Springs	FL	Seminole	(407) 699-1755
Athletic And Recreational Surfaces	Dominica	Roy	May	roy@gametime.com	Longwood	FL	Seminole	(407) 331-0101
Cast In Place Concrete	Don King's Concrete, Inc.	Andy	Wasson	awasson@dkcfl.com	Oviedo	FL	Seminole	(407) 977-9001
Paints & Coatings	Dunkman Paint & Wallcovering, LLC, WMBE	Dan	Dunkman	dandunkmanpaint.com	Sanford	FL	Seminole	(407) 323-9935
Fire Sprinkler Contractor	DynaFire Inc.	Jordan	Dailey	Jordan.Dailey@DynaFire.com	Casselberry	FL	Seminole	(407) 830-6500
Food Service Equipment	Edward Don & Co.	Katherine	Kavanagh	katherinekavanagh@don.com	Lake Mary	FL	Seminole	(954) 378-7650
Fire Sprinkler Contractor	Fire & Life Safety America	Chris	Revis	crevis@fiamerica.com	Sanford	FL	Seminole	(407) 688-1949
Visual Display Boards	Florida Specialty Products LLC	Estimating	Dept	estimating@yourfiso.com	Oviedo	FL	Seminole	(321) 806-5050
Fire Sprinkler Contractor	Freedom Fire Protection, Inc.	Fred	Lupo	flupo@freedomfireprotection.com	Sanford	FL	Seminole	(407) 328-1663
Metal Doors & Frames	Freedom Installations, Inc	Chase	Kramer	chase@freedominstallations.com	Altamonte Sprin	FL	Seminole	(407) 703-5723
Cast In Place Concrete	Full-Tilt Constructors	Craig	Roberts	croberts@fulltilt.com	Sanford	FL	Seminole	(407) 910-1400
Landscaping	Garth Schweizer Landscaping	Ana	Soto	estimating@pelia.net	Sanford	FL	Seminole	(407) 321-2280
Dampproofing & Waterproofing	General Caulking & Coatings Co., Inc.	Todd	Kanistras	todd@generaulking.com	Oviedo	FL	Seminole	(407) 365-4923
Unassigned	GW Systems, Inc.	Jimmy	Fritze	jmfritze@gwsystemsinc.com	Longwood	FL	Seminole	(407) 331-3551
Site Earthwork	Hall Company Inc.	Dave	Morrison	dave@hallcompanyinc.com	Winter Springs	FL	Seminole	(407) 327-4930
HVAC Contractor	Harper Limbach, LLC	Warren	Klemm	warren.klemm@harperlimbach.com	Sanford	FL	Seminole	(407) 321-8100
Video/Audio Systems	Infinity AV and Security	Ken	Briggs	kbriggs@infinityavandsecurity.com	Longwood	FL	Seminole	(407) 878-4283
Theater And Stage Equipment	InterAmerica Stage, Inc. (IA Stage)	Jeff	Craycraft	jcraycraft@iastage.com	Sanford	FL	Seminole	(407) 302-0881
Visual Display Boards	Interior Specialties, Inc.	CAROLYN	HALEY	chaley@interiorspecialties.com	Altamonte Sprin	FL	Seminole	(407) 539-1303
Site Earthwork	Ivetic Trucking Inc	Vlado	Ivetic	vlado@ivetictrucking.com	Winter Springs	FL	Seminole	(407) 402-1796
Manufactured Casework	J & J Millwork Inc.	Trish	Carey	trish@jjmillwork.com	Sanford	FL	Seminole	(407) 324-2331
Site Earthwork	Jon M. Hall Company	Estimating	Department	estimators@jonhallcompany.com	Longwood	FL	Seminole	(407) 215-0410
Landscaping	Keller Outdoor Landscaping, LLC	Bobby	Keller	Office@kelleroutdoorlandscaping.com	Sanford	FL	Seminole	(407) 915-6848
Landscaping	Ken Lih Landscaping, Inc.	Patti	Vallancourt	patti.kenliand@gmail.com	Oviedo	FL	Seminole	(407) 509-2717
Identification Devices	Lombardi Enterprises, Inc.	Ann	Mills	ann@lmhomeoffice.com	Winter Springs	FL	Seminole	(321) 449-8857

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ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Sutter Roofing	Alexander	Paz	apaz@sutterroofing.com	Orlando	FL	Orange	(407) 367-4500
Hydraulic Elevators	T K Elevator Corporation	James	Marcic	james.marcic@tksassenkupp.com	Orlando	FL	Orange	(804) 334-9074
Metal Doors & Frames	Taylor Cotton & Ridley Inc	LynDea	Drury	ldrury@taylorcottonridley.com	Orlando	FL	Orange	(407) 298-5114
Plumbing Contractor	Tharp Plumbing Systems Inc	Chris	Joyce	estimating@tharpplumbing.com	Orlando	FL	Orange	(407) 295-2370
Masonry Contractor	The Ford Design Group, LLC	Shawn	Ford	fordrecovery@gmail.com	Winter Park	FL	Orange	(321) 231-4518
Electrical Contractor	Titan Electric Southeast	Jason	Burger	jab@titanelectric-se.com	Orlando	FL	Orange	
Masonry Contractor	Toltec Construction	Yasmin	James	Yasmin@ToltecConstruction.com	Winter Garden	FL	Orange	(407) 654-2648
Unassigned	UES	Brad	Duggar	bradduggar@uesfl.com	Orlando	FL	Orange	(407) 246-1992
Fire Sprinkler Contractor	United Fire Protection	Nick	Sciortino	nick@unitedfirepro.com	Orlando	FL	Orange	(407) 299-0201
Drywall	United Wall Systems	Jimmy	Jones	jjones@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Unassigned	United wall systems	Brittany	Oliver	boliver@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Landscaping	ValleyCrest Landscape Development, Inc.	Ron	Classen	rclassen@valleycrest.com	Orlando	FL	Orange	(407) 296-7100
Landscaping	Visionescape Landscaping Solutions, Inc.	Jennifer	Ramos	dave@vscape.com	Orlando	FL	Orange	(407) 355-0588
Identification Devices	Vital Signs of Orlando, Inc.	Gary	Stephens	estimating@vitalsignsfl.com	Apopka	FL	Orange	(407) 297-0680
Cast In Place Concrete	VMG Construction Inc	Adolfo	Galvan	adolfo@vmgconstructioninc10.com	Winter Garden	FL	Orange	(407) 347-9536
General Contractor	Votum Construction LLC	Gary	Wallace	gwallace@votumllc.com	Orlando	FL	Orange	(407) 704-1743
Fire Sprinkler Contractor	VSC Fire & Security	josh	schulze	rschulze@vscfs.com	Orlando	FL	Orange	(407) 679-3332
Exterior Insulation Finish Systems	Walmark Contracting - Orlando	Dan	Whited	dwhited@wmo-ncausa.com	Orlando	FL	Orange	(407) 294-5051
Site Earthwork	Wayne Automatic Fire Sprinklers	Josthen	Maldonado	jkmaldonado@waynefire.com	Ocoee	FL	Orange	(407) 656-3030
Plumbing Contractor	Westbrook Service Corporation	Estimating	Department	estimating@westbrookfl.com	Orlando	FL	Orange	(407) 529-4082
Dampproofing & Waterproofing	Western Waterproofing	Chris	McCarthy	chrism@westerngroup.com	Winter Park	FL	Orange	(407) 647-4175
Flooring	Workscapes	Jillian	McCluskey	jmccluskey@workscapes.com	Orlando	FL	Orange	(407) 569-6770
Flooring	Workscapes Flooring	greg	slutsky	gslutsky@workscapes.com	Orlando	FL	Orange	(407) 791-9143
Unassigned	world electric	Matthew	Silieti	matt_silieti@worldelectricupply.com	Orlando	FL	Orange	(407) 803-5329
Unassigned	World Electric Supply	Donald	Wick	donnie.wick@worldelectricupply.com	Orlando	FL	Orange	(772) 413-1231
Identification Devices	Apco Graphics Inc	Patrice	Howard	phoward@apcosigns.com	St. Cloud	FL	Osceola	(407) 497-1480
Exterior Insulation Finish Systems	Auer & Kompany	Steve	Auer	steve@auercompany.com	Kissimmee	FL	Osceola	(407) 518-7777
Unassigned	C&C Silt Fencing Corp	Christopher	Caples	siltfencing@aol.com	St. Cloud	FL	Osceola	(407) 891-0629
Dampproofing & Waterproofing	Empire Waterproofing Inc	Marvin	Grijalva	mrgrijalva@empirewaterproofingfl.com	Kissimmee	FL	Osceola	(407) 334-8104
Site Earthwork	Jr. Davis Construction Company, Inc.	Estimating	Department	ITB@j.davis.com	Kissimmee	FL	Osceola	(407) 870-0066
Technology And Communications Systems	JTLP Inc.	JTLP	Estimating Departme	estimating@jtlp.com	Kissimmee	FL	Osceola	
Flooring	Kissimmee Carpet, Tile, & Stone, Inc.	Ron	Munsch	ron@kissimmecarpet.com	Kissimmee	FL	Osceola	(407) 846-1511
Metal Doors & Frames	Removed from Performance Door and Hardware	Joseph	Byington	byington@performance-door.com	Kissimmee	FL	Osceola	(407) 932-2115
Landscaping	Sterling Silver Scape and Sod	Alice	Capehart	estimating@sterlingsilverlandscaping.com	Kissimmee	FL	Osceola	(407) 846-3225
Electrical Contractor	Terry's Electric	Daniel	Prest	dpreest@terryselectric.com	Kissimmee	FL	Osceola	(407) 572-2168
Identification Devices	The Graphic, Signs and Identities Group	Doug	Cleghorn	officemgr@thesiggroup.com	Kissimmee	FL	Osceola	(407) 935-1876
Exterior Insulation Finish Systems	Triangle Construction, Inc.	Ann	Blanchette	ablanchette@tcfm.com	Kissimmee	FL	Osceola	(407) 846-8274
Structural Metal Framing	TWIN CITY WELDING & ERECTION, INC.	David	Lucey	dlucey5859@embarqmail.com	St. Cloud	FL	Osceola	(407) 892-5022
Window Treatments	AAA Blinds	Brian	Warren	info@aaablindslakeland.com	Lakeland	FL	Polk	(863) 682-2334
General Contractor	Brothers In Arms Multi-Services Group	Brad	Hanke	brothersinarmsmgs@gmail.com	Lakeland	FL	Polk	(863) 244-1022
Membrane Roofing	Central Roofing of FL, LLC	Florian	Kowalski	florian@centralroofingfl.net	Lakeland	FL	Polk	(863) 500-8006
Structural Metal Framing	GMF Steel Group	Bids	GMF Steel Group	bids@gmfsteel.com	Lakeland	FL	Polk	(863) 646-5081
Membrane Roofing	R.F. Lusa & Sons Sheet Metal, Inc.	Joe	Lusa	robert@rfusa.com	Lakeland	FL	Polk	(863) 682-0798
Visual Display Boards	Rolling Oak Supply, Inc.	Ken	Kirkland	ken@rollingoak-supply.com	Lakeland	FL	Polk	(863) 688-9007
Window Treatments	72 Hour Blinds Inc.	matt	kirkland	matt@72hourblindsinc.com	Oviedo	FL	Seminole	(407) 366-8720
Unassigned	ABB	Earl	McLeod	earl.mcleod@bus.abb.com	Lake Mary	FL	Seminole	
Metal Doors & Frames	Architectural Openings Inc	Chris	Bussart	trussub@embarqmail.com	Longwood	FL	Seminole	(407) 260-7110
Technology And Communications Systems	AW-SPL	Matt	Smith	matthew.smith@avispl.com	Altamonte Sprin	FL	Seminole	(407) 786-5000
Cast In Place Concrete	BNG Construction, Inc.	Bryan	Beckman	bryan@bngconstruction.net	Sanford	FL	Seminole	(407) 688-1747
Dampproofing & Waterproofing	Central Florida Waterproofing, Inc.	Michelle	Braun	michelle@cfwp.com	Longwood	FL	Seminole	(407) 696-8188
HVAC Contractor	Comprehensive Energy Services, Inc.	Estimating	Department	estimatingdepartment@cesamechanical.co	Longwood	FL	Seminole	(407) 682-1313
Unassigned	Convergit	Adam	Matinez	adam.martinez@convergit.com	Lake Mary	FL	Seminole	(407) 832-5001
Site Earthwork	Cronin Construction Corp	Jeanette	Hammersley	jeanette@croninforstework.com	Altamonte Sprin	FL	Seminole	(407) 339-5120
Site Earthwork	Cypress Gulf Development Corp	Chris	Cox	ccox@cypressgulf.com	Sanford	FL	Seminole	(407) 878-4467
Lightweight Concrete Roof Insulation	Deck Systems, Inc.	Ken	Poe	kpoe@decksystems.com	Altamonte Sprin	FL	Seminole	(407) 830-1881
Fire Sprinkler Contractor	Delta Fire Sprinklers	Marilyn	Remington	mremington@delta-fire.com	Sanford	FL	Seminole	(407) 328-3000
Entrances & Storefronts	Diamond Architectural Glass, Inc	Richard	Ruggieri	rich@daglassinc.com	Longwood	FL	Seminole	(407) 331-7780
Protective Covers	Dittmer Architectural Aluminum	Shell	Dittmer-Smith	estimating@dittdeck.com	Winter Springs	FL	Seminole	(407) 699-1755
Athletic And Recreational Surfaces	Dominica	Roy	May	roy@gametime.com	Longwood	FL	Seminole	(407) 331-0101
Cast In Place Concrete	Don King's Concrete, Inc.	Andy	Wasson	awasson@dkcfl.com	Oviedo	FL	Seminole	(407) 977-9001
Paints & Coatings	Dunkman Paint & Wallcovering, LLC, WMBE	Dan	Dunkman	dand@dunkmanpaint.com	Sanford	FL	Seminole	(407) 323-9935
Fire Sprinkler Contractor	DynaFire Inc.	Jordan	Dailey	Jordan.Dailey@DynaFire.com	Casselberry	FL	Seminole	(407) 830-6500
Food Service Equipment	Edward Don & Co.	Katherine	Kavanagh	katherinekavanagh@edon.com	Lake Mary	FL	Seminole	(954) 378-7650
Fire Sprinkler Contractor	Fire & Life Safety America	Chris	Revis	crevis@flsaamerica.com	Sanford	FL	Seminole	(407) 688-1949
Visual Display Boards	Florida Specialty Products LLC	Estimating	Dept	estimating@yourflsopro.com	Oviedo	FL	Seminole	(321) 806-5050
Fire Sprinkler Contractor	Freedom Fire Protection, Inc.	Fred	Lupo	flupo@freedomfireprotection.com	Sanford	FL	Seminole	(407) 328-1663
Metal Doors & Frames	Freedom Installations, Inc	Chase	Kramer	chase@freedominstallations.com	Altamonte Sprin	FL	Seminole	(407) 703-5723
Cast In Place Concrete	Full-Tilt Constructors	Craig	Roberts	croberts@fulltilt.com	Sanford	FL	Seminole	(407) 910-1400
Landscaping	Garth Schweizer Landscaping	Ana	Soto	estimating@gelia.net	Sanford	FL	Seminole	(407) 321-2280
Dampproofing & Waterproofing	General Caulking & Coatings Co., Inc.	Todd	Kanistras	todd@generaulking.com	Oviedo	FL	Seminole	(407) 365-4923
Unassigned	GW Systems, Inc.	Jimmy	Fritze	jmfritze@gwsystemsinc.com	Longwood	FL	Seminole	(407) 331-3551
Site Earthwork	Hall Company Inc.	Dave	Morrison	dave@hallcompanyinc.com	Winter Springs	FL	Seminole	(407) 327-4930
HVAC Contractor	Harper Limbach, LLC	Warren	Klemm	warren.klemm@harperlimbach.com	Sanford	FL	Seminole	(407) 321-8100
Video/Audio Systems	Infinity AV and Security	Ken	Briggs	kbriggs@infinityavandsecurity.com	Longwood	FL	Seminole	(407) 878-4283
Theater And Stage Equipment	InterAmerica Stage, Inc. (IA Stage)	Jeff	Craycraft	jcraycraft@iastage.com	Sanford	FL	Seminole	(407) 302-0881
Visual Display Boards	Interior Specialties, Inc.	CAROLYN	HALEY	chaley@interiorspecialties.com	Altamonte Sprin	FL	Seminole	(407) 539-1303
Site Earthwork	Ivetic Trucking Inc	Vlado	Ivetic	vlado@ivetictruckng.com	Winter Springs	FL	Seminole	(407) 402-1796
Manufactured Casework	J & J Millwork Inc.	Trish	Carey	trish@jjmillwork.com	Sanford	FL	Seminole	(407) 324-2331
Site Earthwork	Jon M. Hall Company	Estimating	Department	estimators@jonhallcompany.com	Longwood	FL	Seminole	(407) 215-0410
Landscaping	Keller Outdoor Landscaping, LLC	Bobby	Keller	Office@kelleroutdoorlandscaping.com	Sanford	FL	Seminole	(407) 915-6848
Landscaping	Ken Lih Landscaping, Inc.	Patti	Vallancourt	patti.kelinand@gmail.com	Oviedo	FL	Seminole	(407) 569-2717
Identification Devices	Lombardi Enterprises, Inc.	Ann	Mills	ann@lmhomeoffice.com	Winter Springs	FL	Seminole	(321) 449-8857

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SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Technology And Communications Systems	LV Solutions, LLC	Trevor	Blanc	tblanc@sciencbuildingsolutions.com	Lake Mary	FL	Seminol	(407) 636-8740
Residential Equipment	Milcarsky Appliance Center	Jay	Morris	jay@milcarsky.com	Longwood	FL	Seminol	(407) 636-6418
Plumbing Contractor	Modern Plumbing Industries Inc	Estimating	Department	estimating@modernpl.com	Winter Springs	FL	Seminol	(407) 327-6000
Electrical Contractor	Morton Electric	Jason	Pitts	jason@mortonelectric.com	Sanford	FL	Seminol	(407) 830-1000
Technology And Communications Systems	Network Cabling Services, INC.	Brian	Medeiros	bmedeiros@nccs-cabling.com	Longwood	FL	Seminol	(407) 331-3444
Athletic And Recreational Surfaces	Nidy Company	Christopher	Tappan	ctappan@nidycorp.com	Sanford	AL	Seminol	(407) 330-9466
Unassigned	Oldcastle	Mark	Mann	mark.mann@oldcastle.com	Longwood	FL	Seminol	(407) 831-1050
Unassigned	Oldcastle Coastal	Steve	Bischke	Steven.Bischke@oldcastle.com	Longwood	FL	Seminol	(407) 831-1050
Specialty Doors	Overhead Door Company of Orlando Inc.	Chris	Ballinger	cballinger@odc.com	Longwood	FL	Seminol	(407) 830-5600
Visual Display Boards	Patterson Pope	Bonnie	Nierhuis	bnierhuis@pattersonpoppe.com	Lake Mary	FL	Seminol	(407) 328-0688
Paints & Coatings	Percopo Coatings Company	Mike	Percopo	mike@pccusa.com	Longwood	FL	Seminol	(407) 331-3805
Video/Audio Systems	ProSound Audio/Visual, LLC	Chipper	Stempkowski	castemp@prosound-av.com	Altamonte Sprin	FL	Seminol	(321) 229-7889
Composite Panels	Quality Metals, Inc.	Blake	Bassett	blake@qualitymetals.net	Sanford	FL	Seminol	(407) 321-1181
Unassigned	Rauland Borg of Florida	Erik	Habig	erik.habig@ametek.com	Altamonte Sprin	FL	Seminol	(407) 276-0010
Unassigned	Rauland-FL	Jason	Collins	jason.collins@ametek.com	Altamonte Springs	FL	Seminol	(407) 830-6175
Entrances & Storefronts	RECON Independent Assessments, LLC	Larry	Litrell	larry@gorecon.net	Casselberry	FL	Seminol	(407) 948-4983
Flooring	Regal Flooring Contractors, Inc.	Tim	Hite	thite@regalflooringcontractors.com	Oviedo	FL	Seminol	(407) 366-0180
Athletic, Recreational, And Therapeutic Equ	Removed from Waste Pro	Jennifer	Yoli	jyoli@wastepro.com	Sanford	FL	Seminole	
Theater And Stage Equipment	Rep Services, Inc.	Mary	Langley	mary@rep-services.com	Longwood	FL	Seminol	(407) 831-9658
Plumbing Contractor	S.I. Goldman Company, Inc.	Estimating	Team	estimating.team@comfortsystemsusa.com	Longwood	FL	Seminol	(407) 830-5000
Metal Doors & Frames	S.R. Chortas Construction	Steve	Chortas	schortas@aol.com	Lake Mary	FL	Seminol	(407) 947-8011
Unassigned	SCHUCHMANN STRUCTURAL ASSOCIATES	JONATHON	SCHUCHMANN	jon@ssa-engineers.com	Winter Springs	FL	Seminol	(407) 542-1280
Technology And Communications Systems	Signature Systems of Florida	Dan	Lee	dlee@signature-systems.com	Casselberry	FL	Seminol	(407) 644-8990
Unassigned	Southeastern Laundry Equipment	Peter	Woodruff	peter@slaundry.com	Altamonte Sprin	FL	Seminol	(407) 402-1571
Acoustical Treatments	Southern Acoustics Inc	Matt	Talacksen	matt@saacoustics.com	Casselberry	FL	Seminol	(407) 696-4448
Fire Sprinkler Contractor	Southern Fire Protection of Orlando, Inc	Vince	Hollis	vince@southernfire.net	Sanford	FL	Seminol	(407) 323-4200
Lockers	Southern Storage Systems, Inc	Mark	Coursin	mstorage@systems-cc@aol.com	Sanford	FL	Seminol	(407) 302-4405
Flooring	Spectra Contract Flooring	Nicole	Lopez	nicole.lopez@spectra.com	Longwood	FL	Seminol	(407) 536-2640
Cast In Place Concrete	Structural Construction of Orlando	Jim	Courtney	stucourt12@aol.com	Oviedo	FL	Seminol	(321) 231-9508
Fire Sprinkler Contractor	Summit Fire & Security	Richard	Moore	rmoores@summitfiresecurity.com	Sanford	FL	Seminol	(772) 288-0615
Protective Covers	Sunstate Awning & Graphics Design Inc	Alan	Hanley	alan@sunstateawning.com	Sanford	FL	Seminol	(407) 330-1044
Metal Doors & Frames	Superior Hardware Products	Ed	Harding	ed@superiorhardwareproducts.com	Longwood	FL	Seminol	(321) 508-2363
Building Insulation	Talored Foam of Florida, LLC	Marcus	Turner	MTurner@taloredfoam.com	Sanford	FL	Seminol	(407) 332-0333
Membrane Roofing	Tecta America	Allison	Kent	Akent@tectaamerica.com	Sanford	FL	Seminol	(407) 330-9303
Membrane Roofing	Tecta America South Florida, Inc.	Mike	Mulrone	mjmulrone@tectaamerica.com	Sanford	FL	Seminol	(407) 330-9303
Membrane Roofing	Tecta America Southeast LLC	Susan	Grace	sgrace@tectaamerica.com	Sanford	FL	Seminol	(407) 330-9303
Metal Doors & Frames	The A.G. Mauro Co. of FL, Inc.	Mark	Carpenter	mark.carpenter@agmauro.com	Lake Mary	FL	Seminol	(407) 333-0500
Athletic And Recreational Surfaces	Varsity Courts, Inc.	Dennis	Brubach	varsitycourts@yahoo.com	Longwood	FL	Seminol	(407) 830-8906
Window Treatments	VBM Window Fashions	Charity	Agnew	charity@vbmwindows.com	Longwood	FL	Seminol	(407) 339-7600
Unassigned	Walt Dittmer & Sons, Inc. dba Dittmer Architectural Alumin	Estimating		estimating@dttdck.com	Winter Springs	FL	Seminol	(407) 699-1755
Lockers	WE Supply Division 10, LLC	Bobby	Wells	wssupply@earthlink.net	Sanford	FL	Seminol	(407) 913-5076
Unassigned	Western Florida Lighting Orlando	David	Erichsen	david@wflorlando.com	Altamonte Sprin	FL	Seminol	(407) 740-6973
General Contractor	Wharton-Smith, Inc.	Joe	Schmidt	jcschmidt@whartonsmith.com	Sanford	FL	Seminol	(407) 321-8410
Fire Sprinkler Contractor	Wiginton Fire Protection Engineering, Inc. (Sanford)	Joane	Suarez	jas@wiginton.net	Sanford	FL	Seminol	(407) 585-3251
Unassigned	Wild Oak Holding, Inc.	Charity	Agnew	charity@vbmwindows.net	Longwood	FL	Seminol	(407) 339-7600
Flooring	The Floor Shoppe, Inc.	Taylor	Stewart	Taylor@thefloorshoppe.com	Wildwood	FL	Sumter	(352) 748-4811
Exterior Insulation And Finish Systems	A & W Construction Services, Inc.	Russell	Wittenberg	russell@aw-construction.com	Daytona Beach	FL	Volusia	(386) 274-1515
Flooring	Alpha Carpets & Floor Coverings	Jessica	Smith	jessica@alphacarpets.com	Daytona Beach	FL	Volusia	(386) 323-7833
Drywall	Baylor Plastering & Drywall	William	Swafford	wswafford@baylorplastering.com	Daytona Beach	FL	Volusia	(386) 253-8976
Food Service Equipment	Design, Furnishings & Equipment, Inc.	Mike	Mokerman	dtsign@dfll.com	Daytona Beach	FL	Volusia	(386) 252-4728
Identification Devices	Don Bell Signs, LLC	Frank	Boanno	fboanno@donbellsigns.com	Port Orange	FL	Volusia	(386) 788-8084
Structural Metal Framing	Fabco Metal Products	Tracy	Thomas	tthomas@fabco.com	Daytona Beach	FL	Volusia	(386) 252-3730
Cast In Place Concrete	Flagship Tilt Wall	JB	Sack	jsack@flagshiptilt.com	Deland	FL	Volusia	(386) 279-0019
Specialty Doors	Overhead Door Company of Daytona	Doug	Fisher	doug@overheaddoorsofdaytona.com	Daytona Beach	FL	Volusia	(386) 871-4054
Fences And Gates	Sterling Enterprises, L.L.C.	Tracie	Estes	tracie@sterlingenterprisesolutionsgroup.com	Lake Helen	FL	Volusia	(386) 532-2100
Playground Equipment	Top Line Recreation	Terry	Perkins	terry@toplinerec.com	Deltona	FL	Volusia	(800) 921-4509
Unassigned	Top Line Recreation, Inc.	SONIA	PERKINS	SONIAP@TOPLINEREC.COM	Deltona	FL	Volusia	(386) 575-8359
Paints & Coatings	Weston Coatings Group, Inc.	Estimating	Dept.	bid@westoncoatings.com	Daytona Beach	FL	Volusia	(386) 274-3278
Identification Devices	White Sign Company	Jackie	Stepro	estimating@whitesigncompany.com	Deberry	FL	Volusia	(407) 878-3981
Unassigned	White Sign Company LLC	Joel	White	jwhite@whitesigncompany.com	Deberry	FL	Volusia	(407) 342-7887
Protective Covers	White Sign Company, LLC	Lucas	Rodrigues	lucas@whitesigncompany.com	Deberry	FL	Volusia	(407) 878-3981
Plumbing Contractor	WW Gay Mechanical	Mike	Rizzo	murizzo@wwgmc.com	Port Orange	FL	Volusia	(407) 841-4670
Food Service Equipment	11400 Inc. DBA Clark Food Service Equipment	Kristy	Blinder	kblinder@cfse.biz	Bradenton	FL	Seminol	(717) 392-7383
Exterior Insulation Finish Systems	A W Baylor Versapanel Plastering, Inc.	Alan	Trueblood	atrueblood@awbaylor.com	Ormond Beach	FL		(386) 672-0777
Metal Doors & Frames	AAA Specialty Products of FL	Estimator	Estimator	estimator@aaaspecialtyproducts.com	Fl Myers	FL		(239) 481-4004
Unassigned	ABG Caulking Contractors, Inc	Samantha	Stevenson	samantha@abgcaulking.com	Goodlettsville	TN		(615) 859-4935
Metal Doors & Frames	Access Door And Glass	Jeff	Wright	accessdoors@man.com	Cape Coral	FL		(239) 549-3667
Athletic And Recreational Surfaces	ADVANCED SPORTS GROUP - Shaw Rep	Brooks	Bennett	bbennett@aspportsfields.com	Windmere	FL		(321) 370-3998
Testing, Adjusting, And Balancing	Air Balance Unlimited	Mike	Howell	air_balance_unlimited@hotmail.com	Sorrento	FL		(407) 383-8259
Metal Doors & Frames	Alerion Door & Glass, Inc	Mark	Cunningham	mark@alerion.com	Cocoa	FL		(321) 799-8500
Flooring	All States Tile, Inc.	Ken	Walls	kduhh1630@gmail.com	Geneva	FL		(407) 467-6454
Metal Doors & Frames	Allied Door & Hardware	Bids	Allied	bids@allieddoors.com	Cocoa	FL		(321) 639-6372
Structural Metal Framing	Allstate Steel Company, Inc.	Eddy	Barera	ebarrera@allstatesteel.com	Jacksonville	FL		(904) 694-0655
Unassigned	Alpha Insulation & Waterproofing, Inc.	Juan	Sanchez	jsanchez@alphawp.com	Lewisville	TX		(972) 446-2600
Metal Doors & Frames	American Door & Hardware LLC	Keth	Belcourt	estimating@adhi.us	Crystal River	FL		(352) 563-5958
Unassigned	Apex Distributing	Marsha	Fox	rtfox@truefireproofing.com	Tulsa	OK		(918) 298-4080
Drywall	APPLEGATE INTERIORS, INC.	William	Applegate	wapplegate@applegateinteriors.com	Lake Worth	FL		(561) 586-6156
Unassigned	Architectural Building Specialties, Inc.	Burt	May	absl1977@cfll.com	Ormond Beach	FL		(386) 676-2095
Applied Fireproofing	Architectural Coatings Inc, (ACI)	Ryan	Polen	ryan@archcoatings.com	St Petersburg	FL		(727) 821-9600
Entrances & Storefronts	Arso Enterprises, Inc	Anthony	Soler	tonysoler.com	Miami	FL		(305) 681-2020
Unassigned	ASI West	Cristian	Arellano	carellano@specialtiesdirect.com	Tecate	BC		(665) 655-7777
Unassigned	AstroTurf Corporation	Serge	Silva	silva@astroturf.com	Plantation	FL		(315) 436-8862

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SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Wood Flooring	Athletic Resources, Inc.	Steve	Cunningham	steve@athleticresources.com	Naples	FL	(239) 357-1606
Video/Audio Systems	ATI Pro AV, Inc.	Toby	Benshoff	toby@academictechnic.com	Sarasota	FL	(841) 900-4123
Special Purpose Rooms	Atlas Greenhouse	Heath	Spradley	heath@atlasgreenhouse.com	Alapaha	GA	(229) 532-2905
Membrane Roofing	Atlas-Apex Roofing LLC	Ellen	Anderson	anderson@atlasapexusa.com	Fort Lauderdale	FL	(954) 565-1567
Technology And Communications Systems	Audio Enhancement Inc.	Audio	Enhancement	bids@audioenhancement.com	West Jordan	UT	
Residential Equipment	Automated Laundry Systems	Kris	Elliott	kelliott@alstoday.com	Jacksonville	FL	(407) 509-0234
Special Purpose Rooms	B&K Installations	Billie	Berzowski	billie@bkinstall.com	Homestead	FL	(305) 245-6968
Testing, Adjusting, And Balancing	Bay To Bay Balancing, Inc.	Deborah	Long	deb@bay2bay.net	Lutz	FL	(407) 947-9996
Exterior Insulation Finish Systems	Baylor Construction, Inc.	Mary	Steiner	msteiner@baylorfi.com	Holly Hill	FL	(386) 253-8976
Identification Devices	Bayuk Graphic Systems, Inc.	Rex	Anderson	rex@bayukgraphics.com	Parkesburg	PA	(717) 442-0274
Toilet Accessories	Bell Architectural Specialties	James	Anderson	bells.bids@gmail.com	Riverview	FL	(813) 741-9926
Playground Equipment	Big Toys, Inc.	Dwight	Twilley	dtwilley@playcore.com	Fort Payne	AL	(256) 997-5241
Unassigned	BrightView Landscape Services	Christopher	Carnahan	christopher.carnahan@brightview.com	Laurel	MD	(884) 284-2537
Special Purpose Rooms	C.P. Enterprises, Inc.	Charles	Paillon	CPOL@AOL.COM	Mt Dora	FL	(407) 886-3321
Lightweight Concrete Roof Insulation	Cellucrete Lightweight Insulating Concrete Roofs	Frank	Peydro	fpeydro@cellucrete.com	Hialeah	FL	(305) 826-2960
Unassigned	CEMEX	Stephen	Blanton	stephen.blanton@cemex.com	Jupiter	FL	
Exterior Insulation Finish Systems	Central Florida Drywall & Plastering, Inc.	Amy	Stephens	amy@centralfloridadyrwall.com	Gainesville	FL	(352) 376-6606
Flooring	Certified Finishes, Inc.	Todd	Goosen	tgoosen@certifiedfinishes.com	Orlando	FL	(407) 459-8870
Fences And Gates	Chapco Fence	JASON	JUNNILA	chapcofence@aol.com	St Cloud	FL	(407) 892-6447
Athletic, Recreational, And Therapeutic Equipment	Charron Sports Services, Inc.	Andrew	Griffin	andrewg8@gmail.com	New Richmond	OH	(513) 349-3359
Entrances & Storefronts	Cherokee Glass, Inc	dean	latta	dean@cherokeeglass.com	Lake Worth	FL	(561) 586-7060
Protective Covers	Childers Carpets & Structures, Inc.	Richard	Talley II	rt@childersinc.com	Houston	TX	(713) 460-2181
Technology And Communications Systems	CJS Communications	Chris	Slaven	calaven@cjscomm.com	Orange City	FL	
Unassigned	CMC Rebar FL	Nickette	McClendon	nickette.mcclendon@cmc.com	Jacksonville	FL	(904) 695-4875
Paints & Coatings	Coast Painting	Ben	Vendette	benvendette@coastpaintingfl.com	Coconut Creek	FL	(407) 230-0462
Structural Metal Framing	Coastal Steel	Brian	McGovern	brian@coastalsteel.com	St. Petersburg	FL	(863) 816-5140
Exterior Insulation Finish Systems	Collins Construction and Company LLC	Jason	Collins	jcollins@collinstl.com	Ormond Beach	FL	(386) 615-1967
Unassigned	Construction Specialties	Gissel	Villareal	dwillareal@csgroup.com	Del Rio	TX	(908) 325-4155
Metal Doors & Frames	Cook & Boardman	EARL	JONES	stones@cookandboardman.com	Winston-Salem	NC	(843) 302-0101
Unassigned	Copeland Architectural Systems - C/S Group Rep	Lauren	Aikay	twpe@tintingrequests@csgroup.com	Hughesville	PA	(570) 584-6715
Athletic And Recreational Surfaces	Court Surfaces	Heather	McMandon	heatherm@rurfair.com	Green Cove Sp	FL	(904) 268-0888
Entrances & Storefronts	Crawford Tracey Corp	Manny	Stratis	manny@crawfordtracey.com	Deerfield Beach	FL	(817) 416-8318
Window Treatments	Crawford Tracey Corp.	Dennis	Wetmiller	Dennis@crawfordtracey.com	Deerfield Beach	FL	(954) 246-1888
Window Treatments	CRAWFORD-TRACEY CORP	OVIDIU	MACELARU	ov@crawfordtracey.com	Deerfield Beach	FL	(954) 698-8888
Entrances & Storefronts	Crawford-Tracey Corporation	Raymond Crawford	Crawford	rav@crawfordtracey.com	Deerfield Beach	FL	(954) 698-8888
Unassigned	CSO ENTERPRISES INC.	Arthur	Hampton	ahampton@csocenterprises.com	Winter Haven	FL	
Unassigned	Daktronics	Nancy	Herrick	constructionmarketing@daktronics.com	Brookings	SD	(605) 692-0200
Hydraulic Elevators	Delaware Elevator	Tyler	Wolfe	tylerwolfe@delawareelevator.com	Boca Raton	FL	(410) 749-3489
Rough Carpentry	DH Pace	Elizabeth	Adams	elizabeth.adams@dhpace.com	Kansas City	MO	(816) 480-2698
Flooring	Dixie Contract Carpet	Tom	Long	tlong@dixiecc.com	Jacksonville	FL	(904) 296-0023
Structural Metal Framing	Dixie Metal Products, Inc.	Michael	Zimmerman	michaelz@dixiemetals.com	Ocala	FL	(352) 873-2554
Structural Metal Framing	Dixie Southern Industrial, Inc.	Robert	Concolino	estimating-sales@dsisteel.com	Polk City	FL	(863) 984-1900
Precast Concrete	Durloch Industries, Inc	Troy	McBrine	troy@precaststar.com	Palmetto	FL	(941) 751-1672
Site Earthwork	Earthmovers, Inc.	Les	Furmanski	les@earthmovers-inc.com	Ocala	FL	(352) 236-1400
Food Service Equipment	East Bay Restaurant Supply, Inc.	Doreen	Parish	ddoreen@brns.net	Ocala	FL	(841) 321-3905
Entrances & Storefronts	East Coast Architectural Glass	Chase	Brown	chase@ecaglassinc.com	Indian Harbour	FL	(321) 777-2006
Entrances & Storefronts	East Coast Architectural Glass, Inc.	Dan	Nason	ECGLASS@cfllr.com	Satellite Beach	FL	(321) 777-2006
Drywall	East Coast Framing	Ann	Plowman-Render	ecf321@yahoo.com	Cocoa	FL	
Identification Devices	Environmental Graphics Incorporated	Shawn	Warren	estimating@egisigns.com	Odessa	FL	(727) 378-5596
Fluid-Applied Flooring	Epoxy Flooring Solutions, Inc.	Stephanie	Stewart	stewart@epoxy-solutions.com	Thonotosassa	FL	(813) 982-2292
Special Purpose Rooms	Ernie Morris Enterprises, Inc.	Tim	Morris	tmorris@erniemorris.com	Bushnell	FL	(352) 793-2745
Athletic, Recreational, And Therapeutic Equipment	Eversan, Inc.	Nick	Wilson	nwilson@eversan.com	Whitesboro	NY	(315) 736-3967
Applied Fireproofing	Fire Stop Systems, LLC	Michael	Pedone	michael@fireproofers.com	Naples	FL	(239) 774-3343
Unassigned	Florida Architectural Precast	Steve	Watkins	swatkins@faprecast.com	Fort Pierce	FL	(772) 489-0920
Window Treatments	Florida Contract Automated Shading	Megan	Molyneux	megan@fcaas.pro	Gainesville	FL	(352) 682-4018
Video/Audio Systems	Ford Audio-Video	Jon	Miosky	mios@fordav.com	Oklahoma City	OK	(407) 923-5826
Precast Concrete	Gate Precast	Michael	Trosset	mtrosset@gateprecast.com	Hillsboro	TX	(254) 266-0526
Precast Concrete	Gate Precast (Florida)	Randy	Phillips	rphillips@gateprecast.com	Jacksonville	FL	(904) 757-0860
Electrical Contractor	Genelco	Louis	Coutermarsh	lcoutermarsh@genelco.com	Port Saint Lucie	FL	(321) 821-4487
Electrical Contractor	Giles Electric Company, Inc.	Tyler	Scholz	tyler.scholz@gileselectriccompany.com	South Daytona	FL	(386) 767-5895
Site Earthwork	Grovin Construction	Kye	Elliott	kye-elliott@grovin.com	Melrose	FL	(352) 204-0102
Stadium And Arena Seating	GT Grandstands	Brian	Wilson	bwilson@gtgrandstands.com	Plant City	FL	(813) 756-6029
Site Earthwork	Harty Tractor Services, Inc.	Bruce	Cook	estimating@hartytractor.com	Orange City	FL	(386) 490-1405
Flooring	Heritage Carpet & Tile, Inc.	Randy	Smith	rsmith@heritageflooring.com	Boynton Beach	FL	(561) 424-9090
Unassigned	Hayden supply	Terry	Everitt	terry@haydensupply.com	Ridgeland	SC	(913) 432-6105
Theater And Stage Equipment	Hile's Curtain Specialties, Inc.	Clayton	Hile	clayton@hilescurtains.com	Odessa	FL	(727) 753-0600
Lockers	Holman, Inc.	Kelly	Bohannon	sales@holman-inc.com	Jacksonville	FL	(904) 781-4531
Metal Doors & Frames	Hurricane Resistant Construction, Inc.	Carol	Gordon	carolgordon@hrcflorida.com	Cooper City	FL	(954) 431-7935
Unassigned	Hussey Seating	Shawn	McCollum	smccollum@husseyseating.com	N. Berwick	TX	
Stadium And Arena Seating	Hussey Seating (Supplies Clarin Seating)	Mike	Slater	m Slater@husseyseating.com	North Berwick	ME	(303) 972-1226
Wood Flooring	Impact Sport Surfaces	Chris	Newton	cnewton@impactsurface.com	Deerfield Beach	FL	(561) 721-5716
Fluid-Applied Flooring	Industrial Flooring Specialists	Joanne	Grant	epoxy@floorure.com	Jacksonville	FL	(904) 693-8900
Unassigned	Innovative Brick	Mark	Scott	mark@ibrick.com	Broomfield	CO	(720) 890-6032
Window Treatments	Inpro Corporation	Nick	Wanta	nwanta@inprocorp.com	Muskego	WI	(262) 679-9010
Testing, Adjusting, And Balancing	Integra Testing Services	Adriana	Hincapie	estimating-fil@integratesting.com	Lauderhill	FL	(954) 755-2912
Unassigned	International Commissioning Engineers	John	Skipper	asamth@icaengineers.com	Roswell	GA	(878) 366-2108
Video/Audio Systems	Jacksonville Sound & Communications, Inc.	Bob	Wright	bwright@jacksonvillesound.com	Jacksonville	FL	(904) 737-3511
Video/Audio Systems	JMK Systems L.L.C	Frank	Long	flong@jmksystems.com	Columbus	GA	(866) 966-9565
Protective Covers	Jordan	Jody	Cox	jody@jordan.us	Largo	FL	(727) 447-3512
Unassigned	john murray associates inc	John	Murray	inc001@tampabayrr.com	Saint Petersburg	FL	
Food Service Equipment	Johnson-Lancaster & Associates	Sandy	Bricker	sandy@johnson-lancaster.com	Clearwater	FL	(727) 796-5622
Metal Doors & Frames	JR Enterprises	John	Robinson II	john2@earthlink.net	Saint Cloud	FL	(407) 467-9847

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Exterior Insulation Finish Systems	KAT STUCCO INC	Estimating	Department	office@katsucco.com	Lutz	FL	(813) 948-9000
Flooring	Kesco Inc	Tristan	Medendorp	tristan@kescoflooring.com	Auburndale	FL	(863) 551-3151
Athletic, Recreational, And Therapeutic Equipment	KorKat	Kelly	L	kelly.k@korkat.com	Carrollton	GA	(770) 214-9322
Manufactured Casework	Laboratory Design & Supply	Jerry	Heathery	jheathery@ladsb.com	Dover		(813) 986-0499
Food Service Equipment	Lace Foodservice Corp.	Ana Maria	Campo	ana@lacefoodservice.com	Miami	FL	(305) 513-5223
Unassigned	Landreth Lighting	Jon	Timmermans	jon.timmermans@landrethinc.com	Maitland	FL	
Theater And Stage Equipment	Mainstage Theatrical Supply, Inc.	Dean	Sternke	bids@mainstage.com	Milwaukee	WI	(850) 434-2080
Protective Covers	Mapes Canopies	Jassen	Adamson	jadamson@mapes.com	Lincoln	NE	(866) 273-1132
Visual Display Boards	Mardale Specialties Direct Inc	Mike	Cooper	mamestimating@specialtiesdirect.com	Clearwater	FL	(727) 772-8099
Cast In Place Concrete	Maschmeyer Concrete Co. of Florida, Inc.	Brian	Meskill	bmeskill@maschmeyer.com	West Palm Beach		(407) 448-8725
Visual Display Boards	McLeod General Trades, LLC	Mark	Marino	mark@mcloedgeneraltrades.com	Gainsville	FL	(352) 371-7320
Unassigned	Metromont USA	Betsy	Gel	bgel@metromont.com	Greenville	SC	(864) 605-5000
Theater And Stage Equipment	Miami Stagecraft Inc.	Steve	Welsh	steve@miamistagecraft.com	Hialeah	FL	(305) 839-9356
Dampproofing & Waterproofing	Midstate Caulking & Construction Services LLC	Amber	Nguyen	estimating@midstatecaulking.com	Kissimmee	FL	(407) 530-5775
Unassigned	Mileham and King, Inc.	Darren	Nash	nashdramb7@gmail.com	Rockville	MD	(301) 670-9400
Athletic, Recreational, And Therapeutic Equipment	Miracle Recreation Equipment Company	Estimating	Department	info@miracleec.com	Monett	MO	(417) 235-6917
Hydraulic Elevators	Mowrey Elevator Company	VICTORIA	HINSON	grace@mowreylevator.com	Dave	FL	(800) 441-4449
Flooring	National Engineering	Grace	Delgado	grace@coatingsincorporated.com	Gibsonville	FL	(813) 319-3985
Unassigned	National Engineering and Repair Corporation	Tommy	Boll	tommy@coatingsincorporated.com	Riverview	FL	(813) 319-3985
Theater And Stage Equipment	National Stage & Window	Gary	Stein	gary@nsw.com	Deerfield Beach	FL	(954) 428-7171
Special Purpose Rooms	Nationwide Structures, Inc.	Gail	Varnecky	gail@nationwidestructures.com	Virginia Beach	VA	(757) 464-4245
Unassigned	New Millennium	Joni	Norman	joni.norman@newmill.com	Lake City	FL	(386) 466-1300
Entrances & Storefronts	No Limit Glass	estimating	no limit glass	estimating@nolimitglass.com	West Palm Beach	FL	(561) 712-1498
Lockers	Nycom	Ashby	Carver	acarver@nycominc.com	Midlothian	VA	(804) 445-5510
Entrances & Storefronts	OC Glass Inc.	Esteban	Ocampo	esteban@ocglassinc.com	Webster	FL	(561) 797-8587
Kiln	Outlaw Pottery, LLC	Rosalie	Outlaw	info@outlawpottery.com	Cocoa	FL	(321) 292-0762
Special Purpose Rooms	PAR-KUT INTERNATIONAL INC	GARY	HURST	ghurst@parkut.com	Harrison Towns	MI	(586) 468-2947
Protective Covers	Peachtree Protective Covers, Inc.	Logan	Ashley	lashed@peachtreecovers.com	Hiram	GA	(770) 439-2120
Unassigned	Phillips & Jordan, Inc.	Tom	Wilson	twilson@pandj.com	Robbinsville	NC	(813) 783-1132
Site Earthwork	Phillips & Jordan, Inc.	Art	Phelps	art@phelps.com	Zephyrhills	FL	(813) 780-4371
Metal Doors & Frames	Pinnacle Door & Hardware w/ Sister Company Errington	Ralph	Edwards	redwards@pinnaclehd.com	Clearwater	FL	(727) 442-6699
Unassigned	Pinnacle Door and Hardware Inc (Clearwater)	David	Cormier	dcormier@pinnaclehd.com	Clearwater	FL	(727) 608-2896
Entrances & Storefronts	Pitts Glass Inc.	Grant	Pitts	info@pittsglass.com	Bunnell	FL	(386) 447-4740
Flooring	PK Flooring Inc.	Victor	Rosario	victor@pkflooringinc.com	St Cloud	FL	(407) 957-9801
Unassigned	Plans & Specs	David	Phaup	david@plans-specs.com	Altamonte Sprin	FL	(407) 786-3755
Unassigned	Plateau Excavation	Kath	Scarborough	kscarborough@plateauexcavation.com	Austell	GA	(770) 948-2600
Athletic And Recreational Surfaces	Playcore	Kymberly	Ott	kym.ott@playcore.com	Chattanooga	TN	(423) 826-3673
Playground Equipment	PlayCore Wisconsin, Inc., DBA GameTime	Clint	Whiteside	clint.whiteside@gametime.com	Fort Payne	AL	(256) 845-5610
Playground Equipment	Playcraft Systems	Heidi	Larson	sales@playcraftsystems.com	Grants Pass	OR	(541) 955-9199
Athletic And Recreational Surfaces	Playmore Recreational Products & Services	Brittney	Garrett	brittney@playmoreonline.com	Fort Myers	FL	(239) 791-2400
Unassigned	Playmore Recreational Products and Services	Luke	Russell	info@playmoreonline.com	Deerfield Beach	FL	(239) 791-2400
Playground Equipment	Playworx	Kristine	Frost	kristine@playworx.com	Farmington	FL	(786) 750-3332
Special Purpose Rooms	Portafab	SANDRA	WIRZ	sandra@portafab.com	Chesterfield	MO	(636) 537-5555
Kiln	Pottery Supply House	Jeremy	Willis	jwillis@psph.ca	Oakville	ON	(905) 849-5540
Playground Equipment	Precision Playgrounds	Stacey	Pyle	stacey@precisionplaygrounds.com	Jacksonville	FL	(904) 636-5106
Unassigned	Precision Structures, Inc.	Doug	Narney	dougnarney@precisionstructures.com	Floral City	FL	(727) 215-5945
Technology And Communications Systems	Pro Audio Video, Inc. (formerly, The Integration Factory)	Mike	Ferry	mike@trifav.com	Rockledge	FL	(321) 704-8252
Video/Audio Systems	Pro Sound, Inc. (dba Pro Sound & Video)	Rick	Scharmann	rscharmann@prosound.net	Miami	FL	(305) 891-1000
Unassigned	Prolan Solutions	Dan	Spada	dspada@hubbell.com	Clearwater	FL	(813) 390-7699
Unassigned	QOS Development	Joe	Rodi	jrod@qosdevelopment.com	Plant City	FL	
General Contractor	Quality Frame & Trim of Florida, Inc.	Harold	Schrack	hpsall@aqt.com	Cocoa	FL	(321) 258-0828
Unassigned	Removed from Acme Fireproofing & Insulation, Inc.	Marsha	Fox	mfox@acmefireproofing.com	Fairmont City	IL	(815) 298-4080
Metal Doors & Frames	Removed from The Cook & Boardman Group, LLC	Jason	Pruitt	jpruitt@cookandboardman.com	Erie	PA	(843) 302-0101
Food Service Equipment	Removed from Trimark USA	Bill	Reid	breid@stratacsequipment.com	Albany	GA	(229) 903-3694
Exterior Insulation Finish Systems	Reyes Stucco Inc	Jorge	Reyes	reyesstucco@gmail.com	Cocoa	FL	(321) 576-3537
Drywall	Richardson Drywall Inc	Tom	Sadecki	rdrywall@richardsondrywallinc.com	Lecanto	FL	(352) 746-7410
Unassigned	Ring Power Systems-CAT	Jake	Bechtol	jake.bechtol@ringpower.com	Riverview	FL	(407) 472-6242
Specialty Doors	Rolling Door Manufacturing	Daniel	Rodriguez	dmail@rolling-door.com	Miami	FL	(305) 599-9977
Masonry Contractor	Ron Kendall Masonry, Inc.	Grace	Canate	gcate@ronk.com	West Palm Beach	FL	(561) 793-5924
Entrances & Storefronts	Sasser Commercial Glass, Inc.	Raymond	Sasser	RAY@SASSERCOMMGL.COM	Riviera Beach	FL	(561) 530-7911
Fluid-Applied Flooring	Scafe Enterprises	Rhonda	Brean	rbrean@scafeenterprises.com	Dade City	FL	(352) 588-2662
Building Insulation	SCD, INC	David	Matthews	dmatthews@steelconcept.net	Valdosta	GA	(229) 244-8638
Electrical Contractor	Service Complete electric	Beau	Bergeron	estimating@sefflorida.com	Oviedo, FL	FL	(407) 679-3500
Unassigned	siemens	hugo	solano	hugo.solano@siemens.com	Deerfield Beach	FL	(954) 427-0705
Site Earthwork	Site Solutions of Central Florida	James	sadler	jsadler@sitesolutions.com	Polk City	FL	(863) 899-5402
Fences And Gates	Smith Fence Company	Rob	Luke	rluke@smithfence.com	Clearwater	FL	(727) 573-5440
Unassigned	SoCal Estimating	Wayne	Golobic	socalestimating@gmail.com	San Diego	CA	(858) 334-8198
Entrances & Storefronts	Sol-a-Trol	Ariana	Rego	ariana@solatrol.com	Opa-Locka	FL	
Video/Audio Systems	SoloTech Pro Sound & Video	Jason	Donegan	jdonegan@prosound.net	Pensacola	FL	(850) 476-7600
Unassigned	Southern Bleacher Company	Steven	Treon	streon@southernbleacher.com	Bethlehem	PA	(610) 814-5828
Stadium And Arena Seating	Southern Bleacher Company, Inc.	Steven	Treon	streon@southernbleacher.com	Bethlehem	PA	(610) 216-0827
Site Earthwork	Southern Development & Construction, Inc.	Shane	Cox	shane@sdctf.com	Chuluota	FL	(407) 977-9898
Testing, Adjusting, And Balancing	Southern Independent Testing Agency, Inc. (SITA)	Greg	Driggers	greg@sita-tab.com	Lutz	FL	(813) 949-1999
Structural Metal Framing	Southern Structural Steel of Florida Inc.	Tim	Richman	trichman@southernststeel.com	St. Petersburg	FL	(727) 327-7123
Athletic And Recreational Surfaces	SSE and Associates, Inc.	Kelli	Morris	kmorris@ssteam.com	New Smyrna Beach	FL	(386) 428-8875
Structural Metal Framing	St. Cloud Welding & Fabrication Inc.	Dell	Lollis	dollis@stcloudwelding.com	Saint Cloud	FL	(407) 957-8005
Paints & Coatings	Steve Harper Painting, Inc.	SHP	Estimator	shpestimating@gmail.com	Ormond Beach	FL	(386) 672-9850
Manufactured Casework	Steve Ward & Associates, Inc.	Kevin	Hiney	kevin@swainc.com	Nashville	TN	
Fluid-Applied Flooring	Stonhard	Mike	O'Neill	monell@stonhard.com	Maple Shade NJ	NJ	(407) 615-1073
Unassigned	Strategic Equipment, LLC	Kyle	Bromer	Kyle.Bromer@Trimarkusa.com	Lewisville	TX	(954) 701-8725
Entrances & Storefronts	Sunrise Construction Services, Inc.	Jessica	Lind	jessica_sca@theisouth.net	Stuart	FL	(772) 219-3506
Unassigned	swa	Robert	Brown	robert@swainc.com	Nashville	TN	(615) 350-7310

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Athletic And Recreational Surfaces	T. Mac Wilder & Associates, LLC	Jessica	Bishop	tmw@friendlycity.net	Tifton	GA	(229) 382-9690
Testing, Adjusting, And Balancing	Test and Balance Corporation	John	Skipper	jskipper@tbalconline.com	Lutz	FL	(813) 909-8809
Theater And Stage Equipment	Texas Scenic Company, Inc.	Robert	Freabe	R.freabe@texasscenic.com	San Antonio	TX	(210) 684-0091
Metal Doors & Frames	The Cook and Boardman Group DBA Pinnacle Door and H	Maybelline	Monge	rmonge@pinnaclehd.com	Seminole	FL	
Unassigned	The Eisen Group	Nicole	Greenway	ngreenway@cgsgroup.com	Wixom	MI	(570) 546-4726
Special Purpose Rooms	The Greenhouse Company of South Carolina	Leigh	Dodd	leigh@thegreenhousecompany.net	Imo	SC	(803) 798-4000
Video/Audio Systems	Tietjen Technologies	Ernie	Brewbaker	ernie.brewbaker@tcbjettl.com	Atlantic Beach	FL	(904) 270-0070
Electrical Contractor	Tri-City Electrical Contractors, Inc.	Mike	McKenna	Mikeal.McKenna@tcelectric.com	Alamonte Sprin	FL	(407) 788-3500
Wood Flooring	Trident Surfacing	Ronald	Stevens	rons@tridentsurfacing.com	Hialeah	FL	(305) 620-4220
Flooring	Village Flooring Plus	Ron	Eklund	ron.villageflooringplus@gmail.com	Merritt Island	FL	
Video/Audio Systems	Visionary Systems AV	Patrick	Pinchera	patrick.pinchera@vbus-av.com	Gainesville	FL	(352) 575-0378
Fire Sprinkler Contractor	W. W. Gay Fire Protection, Inc.	Ed	Mingo	emingo@wwfp.com	Jacksonville	FL	(904) 394-7973
Site Earthwork	WD Site Development, Inc.	Nelson	Duarte	wdestimating@yahoo.com	Saint Cloud	FL	(407) 810-3313
Manufactured Casework	Wenger Corporation	Mida	Hrdlichka	mida.hrdlichka@wengercorp.com	Owatonna	MN	

This is a list of local subcontractors we have bid with in the past. If we are able to find other qualified subcontractors who can provide the City of Mount Dora a better price then we will not hesitate to partner with them.



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) D.E. Scorpio Corporation	
	2 Business name/disregarded entity name, if different from above. Scorpio	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 3911 W Newberry Road	Requester's name and address (optional)
	6 City, state, and ZIP code Gainesville, FL 32607	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									
4	6	-	2	6	2	1	7	7	3

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/27/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**RFQ # 26-FD-016
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34
RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING
PROJECTS
CITY OF MOUNT DORA
ADDENDUM NUMBER 1**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-FD-016 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING PROJECTS** for the above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

Originally Reads as:

Event	Date/Time
Issue/Advertise RFQ	March 31, 2026
Last Date for Receipt of Written Questions	April 14, 2026
Addendum Issued (If Applicable)	April 20, 2026
RFQ Opening Date & Time (via ZOOM)	May 4, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	May 11, 2026 @ 11:00 a.m.
Shortlisted Firm Presentations/Interviews (if requested)	May 19, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	May 19, 2026 12:30 p.m.
Notice of Recommendation	May 19, 2026
City Council Approval (anticipated)	June 2, 2026

Now Reads as:

Event	Date/Time
Issue/Advertise RFQ	March 31, 2026
Last Date for Receipt of Written Questions	April 14, 2026
Addendum Issued (If Applicable)	April 20, 2026
RFQ Opening Date & Time (via ZOOM)	May 4, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	May 11, 2026 @ 11:00 a.m.
Shortlisted Firm Presentations/Interviews (if requested)	May 18, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	May 18, 2026 12:30 p.m.
Notice of Recommendation	May 18, 2026
City Council Approval (anticipated)	June 2, 2026

RFQ # 26-FD-016 - CMAR SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING PROJECTS



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Signature acknowledges receipt and understanding of this addendum.

Domenic Scorpio, President & CEO

Name/Title

May 4th, 2026

Date

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Thank You

We hope you find the information contained in this proposal aligns with your expectations for delivering Construction Management Services for the City of Mount Dora Fire Station #34 Renovation and Construction of New Administrative Building Projects.





Scope Response/Additional Info/Exceptions/Required Forms



PROPOSER CHECKLIST

IMPORTANT: Please read carefully, sign in the spaces indicated, and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The Response will be **electronically** delivered in time to be received no later than the specified due date **May 04, 2026** and time of **2:00 pm**. (Otherwise the Response WILL NOT be considered.)

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

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PROPOSER QUALIFICATION FORM

Have you, at any time, failed to complete a contract? Yes No

CONTRACT TOTALS:

List total contract amounts for work performed on all **completed** similar projects in the **past** five (5) years, whether as an individual firm or as part of a joint venture. **Totals must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary. Do NOT include current active contracts. See page 9 in Tab 2

\$ 125,700,000 Total Contract Amounts for work done on all **past** related projects.

REFERENCES:

Bank(s) Maintaining Account(s): South State Bank - John S. Roberts, Jr., Senior VP & Regional President

email: jsroberts@southstatebank.com phone: 352-333-6556

Surety/Underwriter: (if required) Hatcher Insurance - William J. Palmer, Attorney-in-Fact & Florida Resident Agent

email: jsroberts@southstatebank.com phone: 407-841-2686

Other References: (Use additional sheets if necessary)

See page 54 in Tab 6

TYPE OF FIRM:

Corporation/Years in Business: 13. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.



D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

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SOUTH STATE BANK

To whom it may concern,

D.E. Scorpio Corporation has been a valued client for 9 years. During this time the team at D.E Scorpio Corporation have always handled their accounts as agreed. Mr. Scorpio is a highly valued client of SouthState Bank and has historically maintained all accounts in a satisfactory manner.

If you need any further information regarding this client, please do not hesitate to give me a call.

Sincerely,



John S. Roberts, Jr.

Senior Vice President and Regional President

4100 NW 37th Pl

Gainesville, FL 32606

jroberts@southstatebank.com

352-333-6556 (office)

352-610-5556 (fax)



March 27, 2025

**RE: D.E. Scorpio Corporation
Letter of Bondability**

To Whom It May Concern:

It is the privilege of Hatcher Insurance and Swiss Re Corporate Solutions America Insurance Corporation to provide surety credit to D.E. Scorpio Corporation, with single project limits of \$100,000,000 and an aggregate uncompleted backlog of \$200,000,000. D.E. Scorpio Corporation has an impressive construction “track record”, an impeccable reputation, and are generally regarded as being one of the finest construction firms in the State of Florida. Swiss Re Corporate Solutions America Insurance Corporation has an “A+” (Superior) Rating, a financial size category of XV (\$2 billion or greater) by AM Best and has US Treasury Limit of \$113,827,000.

If D.E. Scorpio Corporation is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds, with a potential construction cost of up to \$76,000,000 subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between D.E. Scorpio, and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact our office.

Sincerely,

William J. Palmer
Attorney-in-Fact
Florida Resident Agent

**1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688**

Commercial Insurance • Surety Bonds • Personal Insurance • Employee Benefits • PEO



**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

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

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

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

Printed Name: Domenic Scorpio

Title: President & CEO

Signature:

Date: May 4th, 2026

Remainder of Page Intentionally Left Blank



AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 288.0071 ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Domenic Scorpio, and having first made due oath or affirmation, states: (Write Name Here)

- 1. My name is Domenic Scorpio (Write Name Here)
2. I am the President & CEO of D.E. Scorpio Corporation (dba Scorpio) (Insert Job Title) (Insert Company Name)
3. The Company was formed in Alachua County, FL and is a Corporation (Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern)
b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

Signed and Delivered on this 4th day of May, 2026.

BY: [Signature] Signature of Affiant Domenic Scorpio Printed Name

STATE OF FLORIDA COUNTY OF Orange President & CEO

Sworn to and subscribed before me by means of [] physical presence or [x] online notarization on this 4th day of May 2026, by Domenic Scorpio, who personally swore that he/she is authorized to execute this Agreement and thereby bind the Company, and who [x] is personally known to me or [] has produced as identification.

(stamp) MARC DENIEL BAQUIER JAVIER Notary Public State of Florida Comm# HH446702 Expires 9/20/2027

[Signature] Marc Javier #HH446702 NOTARY PUBLIC



SCRUTINIZED COMPANIES LISTS CERTIFICATION

Respondent/Company Name: Domenic Scorpio
Name of Company: D.E. Scorpio Corporation (dba Scorpio)
FEIN: 46-2621773
Authorized Representative's Name and Title: Domenic Scorpio, President & CEO
Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751
Phone Number: 407-495-2810 Email Address: domenic@scorpioco.com

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one hundred thousand dollars (\$100,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services equal to or over one million dollars (\$1,000,000.00) if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes or is engaged in any business operations with Cuba or Syria.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: https://www.sbafla.com/reporting/.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent to civil penalties, attorneys' fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: [Signature]
Authorized Signature (Name and Title): Domenic Scorpio, President & CEO
Print Name: Domenic Scorpio
Print Title: President & CEO



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 Scorpio, 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 (with handwritten signature)

D.E. Scorpio Corporation (dba Scorpio) Company

Domenic Scorpio Printed Name

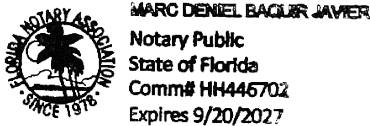
President & CEO Title

STATE OF FLORIDA CITY OF Maitland

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)

Marc Javier #HH446702 NOTARY PUBLIC





CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the solicitation process.

D.E. Scorpio Corporation (dba Scorpio)

Company

151 Southhall Lane, Suite 170

Address



Authorized Signature

Maitland, FL 32751

City, State, Zip Code

Domenic Scorpio, President & CEO

Printed Name & Title

407-495-2810

Telephone No.

domenic@scorpioco.com

Email

352-363-6071

Fax No.

STATE OF FLORIDA

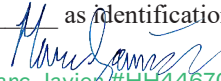
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)



MARC DENIEL BAQUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027


Marc Javier #HH446702
NOTARY PUBLIC



DECLARATION STATEMENT

City of Mount Dora
510 N. Baker Street
Mount Dora, FL
32757

RE: RFQ #26-FD-016 “Construction Manager at Risk (CMAR) Services – Fire Station #34 Renovation and Construction of New Fire Administration Building Projects”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.


The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #26-FD-016 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATION BUILDING PROJECTS.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____
4th day of May, 2026 in the City of Maitland, in the State of Florida.

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address


Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.



INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 2. Commercial General Liability <u>Damage</u> after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property</u> (Occurrence Form) patterned <u>\$2,000,000</u> single limit per occurrence
<input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant 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/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant 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.	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ <u>500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
<input checked="" type="checkbox"/> 5. Other Insurance as indicated below: Occurrence Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input checked="" type="checkbox"/> 7. Builder's Risk Insurance at 100% of GMP amount.	
<input checked="" type="checkbox"/> 8. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
<input checked="" type="checkbox"/> 9. 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 and Additional Insured.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. Thirty (30) Days Cancellation Notice required.
11. The Certificate must state "RFQ #26-FD-016 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING PROJECTS"

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

D.E. Scorpio Corporation (dba Scorpio)
Company

151 Southhall Lane, Suite 170
Address

Authorized Signature

Maitland, FL 32751
City, State, Zip Code

Domenic Scorpio, President & CEO
Printed Name & Title

407-495-2810
Telephone No.

domenic@scorpioco.com
Email

352-363-6071
Fax No.

HUB International
Insurance Agency

Signature of Proposer's Agent



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS



DESCORP-01

AKIOUTAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hub International Florida, 2811 NW 41st Street, Gainesville, FL 32606. CONTACT NAME: andrea.kioutas@hubinternational.com. INSURER(S) AFFORDING COVERAGE: Valley Forge Insurance Company, The Continental Insurance Company, Bridgefield Employers Insurance Company, Westchester Surplus Lines Insurance Co., Starstone Specialty Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re; RFQ #26-FD-016 Construction Manager at Risk (CMAR) Services - Fire Station #34 Renovation and Construction of new fire Administration Building Projects

CERTIFICATE HOLDER: City of Mount Dora, Mount Dora, Florida. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

The RFQ required \$2,000,000, our General Liability policy has \$1,000,000 per occurrence, however we have and Umbrella policy that would pick up after the \$1,000,000 that will cover the remaining amount.





DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

- YES
- NO

D.E. Scorpio Corporation (dba Scorpio)

Company

Authorized Signature

Domenic Scorpio, President & CEO

Printed Name & Title

domenic@scorpioco.com

Email

151 Southhall Lane, Suite 170

Address

Maitland, FL 32751

City, State, Zip Code

407-495-2810

Telephone No.

352-363-6071

Fax No.



NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida
County of Orange

Domenic Scorpio, being first duly sworn, deposes and says that:

I am the President & CEO of D.E. Scorpio Corporation (dba Scorpio), (Proposer) which has submitted a Response to City of Mount Dora RFQ #26-FD-016.

I am fully informed respecting the preparation and contents of the Response to RFQ #26-FD-016, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #26-FD-016, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #26-FD-016 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

D.E. Scorpio Corporation (dba Scorpio)

151 Southhall Lane, Suite 170

Company 

Address

Maitland, FL 32751

Authorized Signature

City, State, Zip Code

Domenic Scorpio, President & CEO

407-495-2810

Printed Name & Title

Telephone No.

domenic@scorpioco.com

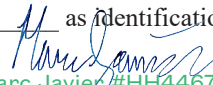
352-363-6071

Email Fax No.

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)
MARC DENIEL BAGUER JAVIER


Marc Javier #HH446702
NOTARY PUBLIC



Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027



ACKNOWLEDGEMENTS
RFQ #26-FD-016

“CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE DEPARTMENT
#34 RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION
BUILDING PROJECTS.”

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

D.E. Scorpio Corporation (dba Scorpio) (Proposer) guarantees

its Response to RFQ #26-FD-016 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 4th day of May, 2026
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION


By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By:  / Domenic Scorpio
(Signature) (Print name)

Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL
INFO/REQUIRED FORMS

Telephone: (407) 495-2810 Fax: (352) 363-6071

Taxpayer/Employer Identification Number (TIN/EIN): 46-2621773

State of Incorporation:

Corporate President: Domenic Scorpio
(Print Name)

Corporate Secretary: Holly Scorpio
(Print Name)

Corporate Treasurer: Jill Altman
(Print Name)

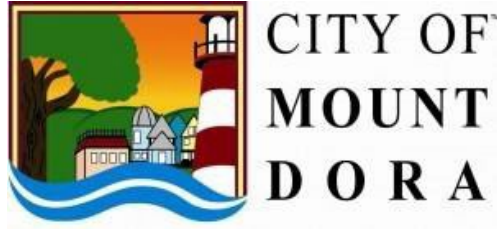
CORPORATE SEAL

Attest By: Holly Scorpio
Secretary

Signature: *Holly* Date: 05/04/2026



Remainder of Page Intentionally Left Blank



COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #26-FD-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: D.E. Scorpio Corporation (dba Scorpio)

Authorized representative (printed): Domenic Scorpio, President & CEO

Authorized representative (signature): [Signature]

STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)
MARC DENIEL BAQUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027

[Signature]
Marc Javier #HH446702
NOTARY PUBLIC



REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services in the past similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. **Do not include active projects.** Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Alachua County Fire Rescue
 Address: 911 SE 5th St, Gainesville, FL 32601
 Point of Contact: Harold Theus, Fire Chief
 Phone #: 352-384-3132 Email address: hmt@alachuacounty.us
 Service(s) Provided: Construction Management for
Fire Stations 33,40, 21,80
 Dates of Service: 2016-2026

2. Name of Company: City of Tavares
 Address: 201 E. Main St. Tavares, FL 32778
 Point of Contact: James Dillion, Public Works Director
 Phone #: 352-742-6209 Email address: jdillion@tavares.org
 Service(s) Provided: Construction Management for
City of Tavares New Public Works Operations Center
 Dates of Service: 2023-2026

3. Name of Company: Lake Technical College
 Address: 2001 Kurt St, Eustis, Florida 32726
 Point of Contact: DeAnna Thomas, Executive Director
 Phone #: 352-589-2250 ext.1815 Email address: thomasd@lake.k12.fl.us
 Service(s) Provided: Construction Management for LT Institute of Public Safety,
City of Tavares New Public Works Operations Center, LT Kurt St Expansion, Lincoln Park Remodel
 Dates of Service: 2023-2026

4. Name of Company: City of Gainesville
 Address: 201 E. Main St. Tavares, FL 32778
 Point of Contact: Rachel Mandell, Acting Director and Project Manager for Wild Spaces & Public Places
 Phone #: 352-393-8544 Email address: mandellrc@gainesvillefl.gov
 Service(s) Provided: Construction Management for Tom Petty Park Improvements
9th St. Urban Walkway and 4th Ave. Utility Underground, Community Reinvestment Area GTEC Building Office Renovation
 Dates of Service: 2018-2026



PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Domenic Scorpio [NAME] as the President & CEO [TITLE] of D.E. Scorpio Corporation (dba Scorpio) [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 46-2621773.
2. I understand that a “public entity crime” as defined in Florida Statute Section 287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

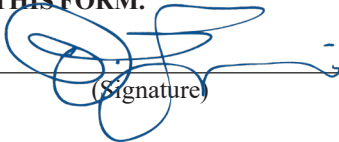


✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTE SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

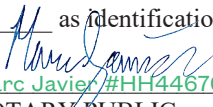
STATE OF FLORIDA
COUNTY OF Orange

Sworn to and subscribed before me by means of physical presence or online notarization on this 4th day of May 2026, by Domenic Scorpio, 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)



MARC DENIEL BAGUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027


Marc Javier #HH446702
NOTARY PUBLIC



FIRM INFORMATION

Firm is a:

- Corporation
- Partnership
- Sole Proprietorship
- Other _____ (Explain)

Federal Employer Identification Number: 46-2621773

Firm Name: D.E. Scorpio Corporation (dba Scorpio)

Mailing Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751


Telephone No.: 407-495-2810 Fax No.: 352-363-6071

Email Address: domenic@scorpioco.com Web Address: scorpioco.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: 

Name & Title Printed: Domenic Scorpio, President & CEO



RFQ #26-FD-016
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE DEPARTMENT #34
RENOVATION AND CONSTRUCTION OF NEW FIRE ADMINISTRATION BUILDING
PROJECTS”

SUBCONTRACTOR LISTING (SPECIFY THE APPLICABLE PROJECT)

Provide a name, and address of all sub-contractors that have the potential to work on this project. If no sub-contractor(s) are to be used, please return this form marked with “NONE” as your response.

Table with columns: Trade, Company Name, First Name, Last Name, Email Address, City, State, County, Phone. Lists various subcontractors for trades like Cast In Place Concrete, Waterproofing, Precast Concrete, etc.

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Hartford South LLC	Joseph	English	english@hartfordsouth.com	Orlando	FL	Orange	
Visual Display Boards	HD Supply White Cap Construction Supply	Crystal	Bryant	crystalbryant@whitecap.net	Orlando	FL	Orange	(407) 298-7083
Unassigned	HEICHEL PLUMBING	DEBBIE	ROGERS	drogers@heichelplumbing.com	Winter Garden	FL	Orange	(407) 656-7073
Plumbing Contractor	Heichel Plumbing Inc	dave	conto	dconto@heichelplumbing.com	Winter Garden	FL	Orange	(407) 307-6561
Structural Metal Framing	Hub Steel	John	Mescham	john@hubsteel.com	Orlando	FL	Orange	(407) 581-0665
Site Earthwork	Hubbard Construction	Jon	Ritchey	jon.ritchey@hubbard.com	Winter Park	FL	Orange	(407) 645-5500
Flooring	Hudson-Every Commercial Flooring	Ron	Hudson	RHUDSON@HUDSONEVERY.COM	Orlando	FL	Orange	(407) 296-8770
Special Purpose Rooms	IMPERIAL BUILDERS & SUPPLY INC.	Peter	Fries	peter@imperialbuilders.com	Apopka	FL	Orange	(800) 442-2147
Wood Flooring	International Flooring, Inc.	Angela	Wiley	awiley@iflooring.com	Orlando	FL	Orange	(407) 296-7465
Identification Devices	International Signs and Lighting	Therese	Smyntek	sales@sjanco.us	Apopka	FL	Orange	(386) 951-6399
Unassigned	interstate painting	hugo	sarmiento	hugo@interstatetf.com	Orlando	FL	Orange	(407) 601-4985
Site Earthwork	JCB Construction, Inc.	Tex	Heyman	theyman@jcbcon.net	Orlando	FL	Orange	(407) 425-9880
Acoustical Treatments	Kaye Acoustics, Inc.	Rod	Rennebu	rod@kayesacoustics.com	Winter Park	FL	Orange	(407) 679-1499
Storefront Entrances	Kelley & Son Glass Service, Inc.	Don	Kelley	donkelley@kelseyglass.com	Orlando	FL	Orange	(407) 299-1774
Exterior Insulation Finish Systems	Kenpat Central Florida, LLC	Phil	Klote	estimating@kenpat.net	Apopka	FL	Orange	(407) 464-7070
Exterior Insulation Finish Systems	KHS&S	Jaime	Rodriguez	jaime.rodriquez@khs.com	Orlando	FL	Orange	(407) 425-5550
Drywall	KHS&S Contractors Inc	Jeff	Shepherd	jeff.shepherd@khs.com	Orlando	FL	Orange	(407) 425-5550
Hydraulic Elevators	KONE Inc.	Taylor	Vaughan	taylor.vaughan@kone.com	Orlando	FL	Orange	(407) 812-8033
Identification Devices	Lauretano Sign Group	Alex	Lauretano	alex@lauretano.com	Windermere	FL	Orange	(866) 302-9187
Independent Testing Lab	Leading Edge Land Services	Karol	Hofus	khofus@leadingedges.com	Orlando	FL	Orange	(407) 351-6730
Cast In Place Concrete	Lighthouse Masonry	Joe	Ziglar	joziglar@lighthousemasonry.com	Apopka	FL	Orange	(407) 703-5514
Drywall	Mader Southeast	William	Johnson	wjohnson@madersoutheast.com	Orlando	FL	Orange	(407) 877-8818
Exterior Insulation Finish Systems	Mader Southeast, Inc.	Kari	Pearson	kpearson@madersoutheast.com	Orlando	FL	Orange	(407) 877-8818
Flooring	Martin Boller Commercial Flooring, Inc.	Kevin	Roat	kroat@martinboller.com	Orlando	FL	Orange	(407) 290-8989
Membrane Roofing	Martin Roofing Services	Jeremiah	Dice	jeremiahdice@martinroofingservices.com	Winter Park	FL	Orange	(407) 679-4553
Technology And Communications Systems	Maxwell Lightning Protection of Florida Company	Guy	Maxwell	info@maxwelllighting.com	Lake Buena Vie	FL	Orange	(407) 827-6328
Technology And Communications Systems	McLean Lightning Protection	Paul	Parsons	paul@mcleanlp.com	Orlando	FL	Orange	(407) 568-2782
HVAC Contractor	Mechanical Services of Central Florida, Inc.	Stacey	O'Rourke	bidrites@mscfla.com	Orlando	FL	Orange	(407) 857-3510
Site Earthwork	Mercon Construction Company	Anwesh	Mullangi	a.mullangi@merconconstruction.com	Winter Park	FL	Orange	(407) 260-6710
Metal Doors & Frames	Mills & Nebraska	Jennifer	Hughes	estimating@millsnebraska.com	Orlando	FL	Orange	(407) 298-5600
Unassigned	Miner Corporation	Binky	Conklin	bconklin@minercorp.com	Apopka	FL	Orange	(407) 210-6400
Specialty Doors	Miner Ltd.	Mike	Walters	minefsales@minercorp.com	Apopka	FL	Orange	(407) 880-4664
Dampproofing & Waterproofing	Moss Waterproofing & Painting Co., Inc.	Chad	Drescher	estimating@mosswaterproof.com	Winter Park	FL	Orange	(407) 671-5080
Composite Panels	N-RG Cladding	Paul	Wolmarans	pwolmarans@n-rgcladding.com	Apopka	FL	Orange	(407) 464-7070
Technology And Communications Systems	NU-Age Systems, LLC	David	Taff	dtaff@nu-agesystems.com	Orlando	FL	Orange	(407) 251-4949
Manufactured Casework	Nycom Inc	David	Brohl	dbrohl@nycominc.com	Orlando	FL	Orange	(804) 419-8114
Cast In Place Concrete	OUP Construction	Orlando	Lorenzo	clorenzo@oupcnstruction.com	Orlando	FL	Orange	(407) 384-8377
Independent Testing Lab	ON POINT SURVEYING INC	Janna	Moslow	marketing@on-pointsurveying.com	Winter Garden	FL	Orange	(407) 989-8102
Metal Doors & Frames	org_jeffcoulter	Todd	Adams	todd.adams@allegion.com	Orlando	FL	Orange	(407) 571-2000
Window Treatments	Orlando Blinds Factory	bill	berg	bill@orlandoblindsfactory.com	Orlando	FL	Orange	(407) 826-1688
Testing, Adjusting, And Balancing	Orlando Test and Balance	James	Haddick	James@OrlandoTestandBalance.com	Orlando	FL	Orange	(877) 675-3582
Hydraulic Elevators	Otis Elevator Company	Kyle	Leist	kyle.leist@otis.com	Orlando	FL	Orange	(407) 438-3633
Membrane Roofing	P&A Roofing and Sheet Metal, Inc.	Shaun	Tutill	stutill@pa-roofing.com	Orlando	FL	Orange	(407) 650-9541
Unassigned	Perfection Architectural Systems	Estimating	Department	estimating@perfectionarch.com	Orlando	FL	Orange	(407) 671-6225
Protective Covers	Perfection Architectural Systems, Inc.	Odalis	Delgado	oddelgado@perfectionarch.com	Orlando	FL	Orange	(407) 671-6225
Unassigned	Pinnacle Alarm Systems LLC	David	Winterton	d.winterton@pinnacle-alarm.com	Winter Park	FL	Orange	
Paints & Coatings	Plummer Painting & Waterproofing	Rich	Thomas	bids@plummerinc.com	Winter Park	FL	Orange	(407) 585-0210
Electrical Contractor	Potential Electric, LLC	Edgar	Bansil	edgarbansil@potentialelectricllc.com	Orlando	FL	Orange	(407) 648-4433
Paints & Coatings	PPC Professional Services, Inc.	Louie	Ramos	louie@ppcpainting.com	Orlando	FL	Orange	(407) 203-0617
Testing, Adjusting, And Balancing	Precision Balance Inc	Michael	Maloney	precisionbal@aol.com	Orlando	FL	Orange	(407) 876-4112
Fluid-Applied Flooring	PremiUS of Orlando, Inc	Estimating	Premius	estimating@premius.com	Orlando	FL	Orange	(407) 654-3099
Technology And Communications Systems	Pro Sound, Inc.	Kelly	Prince	kprince@prosound.net	Orlando	FL	Orange	(407) 816-9400
Masonry Contractor	Pyramid Masonry Contractors	Bill	Parsons	bparsons@pyramidmasonry.net	Orlando	FL	Orange	(407) 816-5740
Technology And Communications Systems	Quality Cable Contractors, Inc.	Quality Cable	Contractors	alain@qccflorida.com	Orlando	FL	Orange	(407) 246-0606
Cast In Place Concrete	Randall Family Of Companies	Tim	nez	tim@rconcretedivision.com	Apopka	FL	Orange	(407) 553-7214
HVAC Contractor	Randall Mechanical	Sandro	Cornelio	scornelio@randallconstruction.com	Apopka	FL	Orange	(407) 464-7776
Landscapeing	Removed from Down To Earth Landscape & Irrigation	Steve	Holland	steve.holland@down2earthinc.com	Maitland	FL	Orange	(321) 237-1672
Drywall	Removed from ME, Inc	Yvon	Brunache	yvon@macalinteriors.com	Apopka	FL	Orange	(407) 822-4313
Technology And Communications Systems	Removed from Radio One	Surren	Maraj	smaraj@radio1inc.com	Orlando	FL	Orange	(407) 458-4970
Unassigned	Removed from TAW Power Systems, Inc	John	Bruni	john.bruni@tawinc.com	Orlando	FL	Orange	(407) 855-0974
Unassigned	rexel	Tom	Edens	thomas.edens@rexelusa.com	Orlando	FL	Orange	(407) 244-8344
Unassigned	REXEL	Kevin	Johnson	kevin.johnson@rexelusa.com	Orlando	FL	Orange	
Flooring	Rivera Tile & Stone, Inc.	Nehemias	Rivera	rivera@riveratileandstone.com	Orlando	FL	Orange	(407) 275-0571
Fences And Gates	Rose Fence Company	Tom	Calvert	tcalvert@rosefencecompany.com	Orlando	FL	Orange	(407) 382-5000
Hydraulic Elevators	Schindler Elevator Corporation	Hunter	DeViese	hunter.devileses@schindler.com	Orlando	FL	Orange	(407) 473-0691
Cast In Place Concrete	Seretta Construction	Richard	Hair	rhair@seretta.com	Apopka	FL	Orange	(407) 290-9440
Window Treatments	Shades to You	Bob	Czesnakowicz	bob.c@shadestoyou.com	Apopka	FL	Orange	(407) 889-0049
Unassigned	Shaw Mechanical	Jeff	Carter	JCarter@shawmechanical.com	Orlando	FL	Orange	(407) 835-7880
Paints & Coatings	Silva's Painting & General Services, LLC	Leo	Silva	info@silvas-painting.com	Orlando	FL	Orange	(407) 477-4476
Fire Sprinkler Contractor	SimplexGrinnell	matt	rozzi	mrozzi@simplexgrinnell.com	Orlando	FL	Orange	(407) 340-8752
Athletic, Recreational, And Therapeutic Equ	Site Horizons, LLC	Ebba	Bowen	ebbbowen@ctflr.com	Winter Garden	FL	Orange	(407) 637-9385
Manufactured Casework	SMI Cabinetry	Tarek	Rihan	tr@smi-cabinetry.com	Orlando	FL	Orange	(407) 841-0292
Unassigned	Solotech Sales and Integration USA Inc.	Jason	Donegan	jason.donegan@solotech.com	Orlando	FL	Orange	
Residential Equipment	Southeast Steel	EVANS	HARRIS	evans@southeaststeel.net	Orlando	FL	Orange	(407) 423-7654
Independent Testing Lab	Southeastern Surveying	Dave	Rentfrow	info@southeasternsurveying.com	Orlando	FL	Orange	(407) 292-8580
Building Insulation	Southern Foam Insulation Inc.	Marilyn	Balgobin	estimating@southernfoaminsulation.com	Winter Garden	FL	Orange	(407) 654-1251
Exterior Insulation Finish Systems	Spectro Construction Inc	Armando	Silva	estimating@spectroconstruction.com	Orlando	FL	Orange	(407) 202-5009
Paints & Coatings	SPR Services, Inc	Gregg	Saxonis	bids@sprservices.com	Maitland	FL	Orange	(407) 834-0031
Theater And Stage Equipment	Stage Equipment And Lighting	Curt	Conratta	cconratta@seal-fla.com	Orlando	FL	Orange	(407) 425-2010
Exterior Insulation Finish Systems	Starkevich Systems, Inc.	Dan	Wallace	dandstarkevichsystems.com	Orlando	FL	Orange	(407) 855-0222
Protective Covers	Sundance Architectural Products	Clarke	Stresing	clarke.stresing@sdap.com	Orlando	FL	Orange	(407) 297-1337
Unassigned	Sunrise Walls and Ceilings	Chris	O'Brien	sunrisewallsandceilings@gmail.com	Apopka	FL	Orange	(321) 806-7115

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Sutter Roofing	Alexander	Paz	apaz@sutterroofing.com	Orlando	FL	Orange	(407) 367-4500
Hydraulic Elevators	T K Elevator Corporation	James	Marcic	james.marcic@tkvassenkupp.com	Orlando	FL	Orange	(804) 334-9074
Metal Doors & Frames	Taylor Cotton & Ridley Inc	LynDea	Drury	ldrury@taylorcottonridley.com	Orlando	FL	Orange	(407) 298-5114
Plumbing Contractor	Tharp Plumbing Systems Inc	Chris	Joyce	estimating@tharpplumbing.com	Orlando	FL	Orange	(407) 295-2370
Masonry Contractor	The Ford Design Group, LLC	Shawn	Ford	fordrecovery@gmail.com	Winter Park	FL	Orange	(321) 231-4518
Electrical Contractor	Titan Electric Southeast	Jason	Burger	jab@titanelectric-se.com	Orlando	FL	Orange	
Masonry Contractor	Toltec Construction	Yasmin	James	Yasmin@ToltecConstruction.com	Winter Garden	FL	Orange	(407) 654-2648
Unassigned	UES	Brad	Duggar	bradduggar@uesfl.com	Orlando	FL	Orange	(407) 246-1992
Fire Sprinkler Contractor	United Fire Protection	Nick	Sciortino	nick@unitedfirepro.com	Orlando	FL	Orange	(407) 299-0201
Drywall	United Wall Systems	Jimmy	Jones	jjones@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Unassigned	United wall systems	Brittany	Oliver	boliver@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Landscaping	ValleyCrest Landscape Development, Inc.	Ron	Classens	rclassens@valleycrest.com	Orlando	FL	Orange	(407) 296-7100
Landscaping	Visionscape Landscaping Solutions, Inc.	Jennifer	Ramos	dave@vscape.com	Orlando	FL	Orange	(407) 355-0588
Identification Devices	Vital Signs of Orlando, Inc.	Gary	Stephens	estimating@vitalsignsfl.com	Apopka	FL	Orange	(407) 297-0680
Cast In Place Concrete	VMG Construction Inc	Adolfo	Galvan	adolfo@vmgconstructioninc10.com	Winter Garden	FL	Orange	(407) 347-9536
General Contractor	Votum Construction LLC	Gary	Wallace	gwallace@votumllc.com	Orlando	FL	Orange	(407) 704-1743
Fire Sprinkler Contractor	VSC Fire & Security	josh	schulze	rschulze@vscfs.com	Orlando	FL	Orange	(407) 679-3332
Exterior Insulation Finish Systems	Walmark Contracting - Orlando	Dan	Whited	dwhited@wmo-ncausa.com	Orlando	FL	Orange	(407) 294-5051
Site Earthwork	Wayne Automatic Fire Sprinklers	Josthen	Maldonado	jkmaldonado@waynefire.com	Ocoee	FL	Orange	(407) 656-3030
Plumbing Contractor	Westbrook Service Corporation	Estimating	Department	estimating@westbrookfl.com	Orlando	FL	Orange	(407) 529-4082
Dampproofing & Waterproofing	Western Waterproofing	Chris	McCarthy	chris@westerngroup.com	Winter Park	FL	Orange	(407) 647-4175
Flooring	Workscapes	Jillian	McCluskey	jmccluskey@workscapes.com	Orlando	FL	Orange	(407) 569-6770
Flooring	Workscapes Flooring	greg	slutsky	gslutsky@workscapes.com	Orlando	FL	Orange	(407) 791-9143
Unassigned	world electric	Matthew	Silieti	matt_silieti@worldelectricsupply.com	Orlando	FL	Orange	(407) 803-5329
Unassigned	World Electric Supply	Donald	Wick	donnie.wick@worldelectricsupply.com	Orlando	FL	Orange	(772) 413-1231
Identification Devices	Apco Graphics Inc	Patrice	Howard	phoward@apcosigns.com	St. Cloud	FL	Osceola	(407) 497-1480
Exterior Insulation Finish Systems	Auer & Kompany	Steve	Auer	steve@auercompany.com	Kissimmee	FL	Osceola	(407) 518-7777
Unassigned	C&C Silt Fencing Corp	Christopher	Caples	siltfencing@aol.com	St. Cloud	FL	Osceola	(407) 891-0629
Dampproofing & Waterproofing	Empire Waterproofing Inc	Marvin	Grijalva	mrgrijalva@empirewaterproofingfl.com	Kissimmee	FL	Osceola	(407) 334-8104
Site Earthwork	Jr. Davis Construction Company, Inc.	Estimating	Department	ITB@j.davis.com	Kissimmee	FL	Osceola	(407) 870-0066
Technology And Communications Systems	JTLP Inc.	JTLP	Estimating Departme	estimating@jtlp.com	Kissimmee	FL	Osceola	
Flooring	Kissimmee Carpet, Tile, & Stone, Inc.	Ron	Munsch	ron@kissimmecarpet.com	Kissimmee	FL	Osceola	(407) 846-1511
Metal Doors & Frames	Removed from Performance Door and Hardware	Joseph	Byington	byington@performancedoor.com	Kissimmee	FL	Osceola	(407) 932-2115
Landscaping	Sterling Silver Scape and Sod	Alice	Capehart	estimating@sterlingsilverlandscaping.com	Kissimmee	FL	Osceola	(407) 846-3225
Electrical Contractor	Terry's Electric	Daniel	Prest	dpreest@terryselectric.com	Kissimmee	FL	Osceola	(407) 572-2168
Identification Devices	The Graphic, Signs and Identities Group	Doug	Cleghorn	officemgr@thesiggroup.com	Kissimmee	FL	Osceola	(407) 935-1876
Exterior Insulation Finish Systems	Triangle Construction, Inc.	Ann	Blanchette	ablanchette@tcfm.com	Kissimmee	FL	Osceola	(407) 846-8274
Structural Metal Framing	TWIN CITY WELDING & ERECTION, INC.	David	Lucey	dlucey5859@embarqmail.com	St. Cloud	FL	Osceola	(407) 892-5022
Window Treatments	AAA Blinds	Brian	Warren	info@aaablindslakeland.com	Lakeland	FL	Polk	(863) 682-2334
General Contractor	Brothers In Arms Multi-Services Group	Brad	Hanke	brothersinarmsmgs@gmail.com	Lakeland	FL	Polk	(863) 244-1022
Membrane Roofing	Central Roofing of FL, LLC	Florian	Kowalski	florian@centralroofingfl.net	Lakeland	FL	Polk	(863) 500-8006
Structural Metal Framing	GMF Steel Group	Bids	GMF Steel Group	bids@gmfsteel.com	Lakeland	FL	Polk	(863) 646-5081
Membrane Roofing	R.F. Lusa & Sons Sheet Metal, Inc.	Joe	Lusa	robert@rfusa.com	Lakeland	FL	Polk	(863) 682-0798
Visual Display Boards	Rolling Oak Supply, Inc.	Ken	Kirkland	ken@rollingoak.supply	Lakeland	FL	Polk	(863) 688-9007
Window Treatments	72 Hour Blinds Inc.	matt	kirkland	matt@72hourblindsinc.com	Oviedo	FL	Seminole	(407) 366-8720
Unassigned	ABB	Earl	McLeod	earl.mcleod@bus.abb.com	Lake Mary	FL	Seminole	
Metal Doors & Frames	Architectural Openings Inc	Chris	Bussart	trussub@embarqmail.com	Longwood	FL	Seminole	(407) 260-7110
Technology And Communications Systems	AW-SPL	Matt	Smith	matthew.smith@avispl.com	Altamonte Sprin	FL	Seminole	(407) 786-5000
Cast In Place Concrete	BNG Construction, Inc.	Bryan	Beckman	bryan@bngconstruction.net	Sanford	FL	Seminole	(407) 688-1747
Dampproofing & Waterproofing	Central Florida Waterproofing, Inc.	Michelle	Braun	michelle@cfwp.com	Longwood	FL	Seminole	(407) 696-8188
HVAC Contractor	Comprehensive Energy Services, Inc.	Estimating	Department	estimatingdepartment@ceamechanical.co	Longwood	FL	Seminole	(407) 682-1313
Unassigned	Convergit	Adam	Matinez	adam.martinez@convergit.com	Lake Mary	FL	Seminole	(407) 832-5001
Site Earthwork	Cronin Construction Corp	Jeanette	Hammersley	jeanette@croninforstework.com	Altamonte Sprin	FL	Seminole	(407) 339-5120
Site Earthwork	Cypress Gulf Development Corp	Chris	Cox	ccox@cypressgulf.com	Sanford	FL	Seminole	(407) 878-4467
Lightweight Concrete Roof Insulation	Deck Systems, Inc.	Ken	Poe	kpoe@decksystems.com	Altamonte Sprin	FL	Seminole	(407) 830-1881
Fire Sprinkler Contractor	Delta Fire Sprinklers	Marilyn	Remington	mremington@delta-fire.com	Sanford	FL	Seminole	(407) 328-3000
Entrances & Storefronts	Diamond Architectural Glass, Inc	Richard	Ruggieri	rich@daglassinc.com	Longwood	FL	Seminole	(407) 331-7780
Protective Covers	Dittmer Architectural Aluminum	Shell	Dittmer-Smith	estimating@dittdeck.com	Winter Springs	FL	Seminole	(407) 699-1755
Athletic And Recreational Surfaces	Dominica	Roy	May	roy@gametime.com	Longwood	FL	Seminole	(407) 331-0101
Cast In Place Concrete	Don King's Concrete, Inc.	Andy	Wasson	awasson@dkcfl.com	Oviedo	FL	Seminole	(407) 977-9001
Paints & Coatings	Dunkman Paint & Wallcovering, LLC, WMBE	Dan	Dunkman	dan@dunkmanpaint.com	Sanford	FL	Seminole	(407) 323-9935
Fire Sprinkler Contractor	DynaFire Inc.	Jordan	Dailey	Jordan.Dailey@DynaFire.com	Casselberry	FL	Seminole	(407) 830-6500
Food Service Equipment	Edward Don & Co.	Katherine	Kavanagh	katherinekavanagh@edon.com	Lake Mary	FL	Seminole	(954) 378-7650
Fire Sprinkler Contractor	Fire & Life Safety America	Chris	Revis	crevis@flsaamerica.com	Sanford	FL	Seminole	(407) 688-1949
Visual Display Boards	Florida Specialty Products LLC	Estimating	Dept	estimating@yourflsopro.com	Oviedo	FL	Seminole	(321) 806-5050
Fire Sprinkler Contractor	Freedom Fire Protection, Inc.	Fred	Lupo	flupo@freedomfireprotection.com	Sanford	FL	Seminole	(407) 328-1663
Metal Doors & Frames	Freedom Installations, Inc	Chase	Kramer	chase@freedominstallations.com	Altamonte Sprin	FL	Seminole	(407) 703-5723
Cast In Place Concrete	Full-Tilt Constructors	Craig	Roberts	croberts@fulltilt.com	Sanford	FL	Seminole	(407) 910-1400
Landscaping	Garth Schweizer Landscaping	Ana	Soto	estimating@gelia.net	Sanford	FL	Seminole	(407) 321-2280
Dampproofing & Waterproofing	General Caulking & Coatings Co., Inc.	Todd	Kanistras	todd@generaulking.com	Oviedo	FL	Seminole	(407) 365-4923
Unassigned	GW Systems, Inc.	Jimmy	Fritze	jmfritze@gwsystemsinc.com	Longwood	FL	Seminole	(407) 331-3551
Site Earthwork	Hall Company Inc.	Dave	Morrison	dave@hallcompanyinc.com	Winter Springs	FL	Seminole	(407) 327-4930
HVAC Contractor	Harper Limbach, LLC	Warren	Klemm	warren.klemm@harperlimbach.com	Sanford	FL	Seminole	(407) 321-8100
Video/Audio Systems	Infinity AV and Security	Ken	Briggs	kbriggs@infinityavandsecurity.com	Longwood	FL	Seminole	(407) 878-4283
Theater And Stage Equipment	InterAmerica Stage, Inc. (IA Stage)	Jeff	Craycraft	jcraycraft@iastage.com	Sanford	FL	Seminole	(407) 302-0881
Visual Display Boards	Interior Specialties, Inc.	CAROLYN	HALEY	chaley@interiorspecialties.com	Altamonte Sprin	FL	Seminole	(407) 539-1303
Site Earthwork	Ivetic Trucking Inc	Vlado	Ivetic	vlado@ivetictruckng.com	Winter Springs	FL	Seminole	(407) 402-1796
Manufactured Casework	J & J Millwork Inc.	Trish	Carey	trish@jjmillwork.com	Sanford	FL	Seminole	(407) 324-2331
Site Earthwork	Jon M. Hall Company	Estimating	Department	estimators@jonhallcompany.com	Longwood	FL	Seminole	(407) 215-0410
Landscaping	Keller Outdoor Landscaping, LLC	Bobby	Keller	Office@kelleroutdoorlandscaping.com	Sanford	FL	Seminole	(407) 915-6848
Landscaping	Ken Lih Landscaping, Inc.	Patti	Vallancourt	patti.kenliand@gmail.com	Oviedo	FL	Seminole	(407) 509-2717
Identification Devices	Lombardi Enterprises, Inc.	Ann	Mills	ann@lhomeoffice.com	Winter Springs	FL	Seminole	(321) 449-8857

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ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Membrane Roofing	Sutter Roofing	Alexander	Paz	apaz@sutterroofing.com	Orlando	FL	Orange	(407) 367-4500
Hydraulic Elevators	T K Elevator Corporation	James	Marcic	james.marcic@tkvassenkupp.com	Orlando	FL	Orange	(804) 334-9074
Metal Doors & Frames	Taylor Cotton & Ridley Inc	LynDea	Drury	ldrury@taylorcottonridley.com	Orlando	FL	Orange	(407) 298-5114
Plumbing Contractor	Tharp Plumbing Systems Inc	Chris	Joyce	estimating@tharpplumbing.com	Orlando	FL	Orange	(407) 295-2370
Masonry Contractor	The Ford Design Group, LLC	Shawn	Ford	fordrecovery@gmail.com	Winter Park	FL	Orange	(321) 231-4518
Electrical Contractor	Titan Electric Southeast	Jason	Burger	jab@titanelectric-se.com	Orlando	FL	Orange	
Masonry Contractor	Toltec Construction	Yasmin	James	Yasmin@ToltecConstruction.com	Winter Garden	FL	Orange	(407) 654-2648
Unassigned	UES	Brad	Duggar	bradduggar@uesfl.com	Orlando	FL	Orange	(407) 246-1992
Fire Sprinkler Contractor	United Fire Protection	Nick	Sciortino	nick@unitedfirepro.com	Orlando	FL	Orange	(407) 299-0201
Drywall	United Wall Systems	Jimmy	Jones	jones@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Unassigned	United wall systems	Brittany	Oliver	boliver@unitedwalls.com	Winter Garden	FL	Orange	(407) 877-2427
Landscaping	ValleyCrest Landscape Development, Inc.	Ron	Classen	rclassen@valleycrest.com	Orlando	FL	Orange	(407) 296-7100
Landscaping	Visionscape Landscaping Solutions, Inc.	Jennifer	Ramos	dave@vscape.com	Orlando	FL	Orange	(407) 355-0588
Identification Devices	Vital Signs of Orlando, Inc.	Gary	Stephens	estimating@vitalsignsfl.com	Apopka	FL	Orange	(407) 297-0680
Cast In Place Concrete	VMG Construction Inc	Adolfo	Galvan	adolfo@vmgconstructioninc10.com	Winter Garden	FL	Orange	(407) 347-9536
General Contractor	Votum Construction LLC	Gary	Wallace	gwallace@votumllc.com	Orlando	FL	Orange	(407) 704-1743
Fire Sprinkler Contractor	VSC Fire & Security	josh	schulze	rschulze@vscfs.com	Orlando	FL	Orange	(407) 679-3332
Exterior Insulation Finish Systems	Walmark Contracting - Orlando	Dan	Whited	dwhited@wmo-ncausa.com	Orlando	FL	Orange	(407) 294-5051
Site Earthwork	Wayne Automatic Fire Sprinklers	Josthen	Maldonado	jkmaldonado@waynefire.com	Ocoee	FL	Orange	(407) 656-3030
Plumbing Contractor	Westbrook Service Corporation	Estimating	Department	estimating@westbrookfl.com	Orlando	FL	Orange	(407) 529-4082
Dampproofing & Waterproofing	Western Waterproofing	Chris	McCarthy	chris@westerngroup.com	Winter Park	FL	Orange	(407) 647-4175
Flooring	Workscapes	Jillian	McCluskey	jmccluskey@workscapes.com	Orlando	FL	Orange	(407) 569-6770
Flooring	Workscapes Flooring	greg	slutsky	gslutsky@workscapes.com	Orlando	FL	Orange	(407) 791-9143
Unassigned	world electric	Matthew	Silieti	matt_silieti@worldelectricsupply.com	Orlando	FL	Orange	(407) 803-5329
Unassigned	World Electric Supply	Donald	Wick	donnie.wick@worldelectricsupply.com	Orlando	FL	Orange	(772) 413-1231
Identification Devices	Apco Graphics Inc	Patrice	Howard	phoward@apcosigns.com	St. Cloud	FL	Osceola	(407) 497-1480
Exterior Insulation Finish Systems	Auer & Kompany	Steve	Auer	steve@auercompany.com	Kissimmee	FL	Osceola	(407) 518-7777
Unassigned	C&C Silt Fencing Corp	Christopher	Caples	siltfencing@aol.com	St. Cloud	FL	Osceola	(407) 891-0629
Dampproofing & Waterproofing	Empire Waterproofing Inc	Marvin	Grijalva	mgrajalva@empirewaterproofingfl.com	Kissimmee	FL	Osceola	(407) 334-8104
Site Earthwork	Jr. Davis Construction Company, Inc.	Estimating	Department	ITB@j.davis.com	Kissimmee	FL	Osceola	(407) 870-0066
Technology And Communications Systems	JTLP Inc.	JTLP	Estimating Departme	estimating@jtlp.com	Kissimmee	FL	Osceola	
Flooring	Kissimmee Carpet, Tile, & Stone, Inc.	Ron	Munsch	ron@kissimmecarpet.com	Kissimmee	FL	Osceola	(407) 846-1511
Metal Doors & Frames	Removed from Performance Door and Hardware	Joseph	Byrington	byrington@performancedoor.com	Kissimmee	FL	Osceola	(407) 932-2115
Landscaping	Sterling Silver Scape and Sod	Alice	Capehart	estimating@sterlingsilverlandscaping.com	Kissimmee	FL	Osceola	(407) 846-3225
Electrical Contractor	Terry's Electric	Daniel	Prest	dpreest@terryselectric.com	Kissimmee	FL	Osceola	(407) 572-2168
Identification Devices	The Graphic, Signs and Identities Group	Doug	Cleghorn	officemgr@thesiggroup.com	Kissimmee	FL	Osceola	(407) 935-1876
Exterior Insulation Finish Systems	Triangle Construction, Inc.	Ann	Blanchette	ablanchette@tcfm.com	Kissimmee	FL	Osceola	(407) 846-8274
Structural Metal Framing	TWIN CITY WELDING & ERECTION, INC.	David	Lucey	dlucey5859@embarqmail.com	St. Cloud	FL	Osceola	(407) 892-5022
Window Treatments	AAA Blinds	Brian	Warren	info@aaablindslakeland.com	Lakeland	FL	Polk	(863) 682-2334
General Contractor	Brothers In Arms Multi-Services Group	Brad	Hanke	brothersinarmsmgs@gmail.com	Lakeland	FL	Polk	(863) 244-1022
Membrane Roofing	Central Roofing of FL, LLC	Florian	Kowalski	florian@centralroofingfl.net	Lakeland	FL	Polk	(863) 500-8006
Structural Metal Framing	GMF Steel Group	Bids	GMF Steel Group	bids@gmfsteel.com	Lakeland	FL	Polk	(863) 646-5081
Membrane Roofing	R.F. Lusa & Sons Sheet Metal, Inc.	Joe	Lusa	robert@rfusa.com	Lakeland	FL	Polk	(863) 682-0798
Visual Display Boards	Rolling Oak Supply, Inc.	Ken	Kirkland	ken@rollingoak.supply	Lakeland	FL	Polk	(863) 688-9007
Window Treatments	72 Hour Blinds Inc.	matt	kirkland	matt@72hourblindsinc.com	Oviedo	FL	Seminole	(407) 366-8720
Unassigned	ABB	Earl	McLeod	earl.mcleod@bus.abb.com	Lake Mary	FL	Seminole	
Metal Doors & Frames	Architectural Openings Inc	Chris	Bussart	trussub@embarqmail.com	Longwood	FL	Seminole	(407) 260-7110
Technology And Communications Systems	AW-SPL	Matt	Smith	matthew.smith@avispl.com	Altamonte Sprin	FL	Seminole	(407) 786-5000
Cast In Place Concrete	BNG Construction, Inc.	Bryan	Beckman	bryan@bngconstruction.net	Sanford	FL	Seminole	(407) 688-1747
Dampproofing & Waterproofing	Central Florida Waterproofing, Inc.	Michelle	Braun	michelle@cfwp.com	Longwood	FL	Seminole	(407) 696-8188
HVAC Contractor	Comprehensive Energy Services, Inc.	Estimating	Department	estimatingdepartment@ceamechanical.co	Longwood	FL	Seminole	(407) 682-1313
Unassigned	Convergent	Adam	Matinez	adam.martinez@convergent.com	Lake Mary	FL	Seminole	(407) 832-5001
Site Earthwork	Cronin Construction Corp	Jeanette	Hammersley	jeanette@croninforstework.com	Altamonte Sprin	FL	Seminole	(407) 339-5120
Site Earthwork	Cypress Gulf Development Corp	Chris	Cox	ccox@cypressgulf.com	Sanford	FL	Seminole	(407) 878-4467
Lightweight Concrete Roof Insulation	Deck Systems, Inc.	Ken	Poe	kpoe@decksystems.com	Altamonte Sprin	FL	Seminole	(407) 830-1881
Fire Sprinkler Contractor	Delta Fire Sprinklers	Marilyn	Remington	mremington@delta-fire.com	Sanford	FL	Seminole	(407) 328-3000
Entrances & Storefronts	Diamond Architectural Glass, Inc	Richard	Ruggieri	rich@daglassinc.com	Longwood	FL	Seminole	(407) 331-7780
Protective Covers	Dittmer Architectural Aluminum	Shell	Dittmer-Smith	estimating@dittdeck.com	Winter Springs	FL	Seminole	(407) 699-1755
Athletic And Recreational Surfaces	Dominica	Roy	May	roy@gametime.com	Longwood	FL	Seminole	(407) 331-0101
Cast In Place Concrete	Don King's Concrete, Inc.	Andy	Wasson	awasson@dkcfl.com	Oviedo	FL	Seminole	(407) 977-9001
Paints & Coatings	Dunkman Paint & Wallcovering, LLC, WMBE	Dan	Dunkman	dan@dunkmanpaint.com	Sanford	FL	Seminole	(407) 323-9935
Fire Sprinkler Contractor	DynaFire Inc.	Jordan	Dailey	Jordan.Dailey@DynaFire.com	Casselberry	FL	Seminole	(407) 830-6500
Food Service Equipment	Edward Don & Co.	Katherine	Kavanagh	katherinekavanagh@edon.com	Lake Mary	FL	Seminole	(954) 378-7650
Fire Sprinkler Contractor	Fire & Life Safety America	Chris	Revis	crevis@fiasamerica.com	Sanford	FL	Seminole	(407) 688-1949
Visual Display Boards	Florida Specialty Products LLC	Estimating	Dept	estimating@yourflsopro.com	Oviedo	FL	Seminole	(321) 806-5050
Fire Sprinkler Contractor	Freedom Fire Protection, Inc.	Fred	Lupo	flupo@freedomfireprotection.com	Sanford	FL	Seminole	(407) 328-1663
Metal Doors & Frames	Freedom Installations, Inc	Chase	Kramer	chase@freedominstallations.com	Altamonte Sprin	FL	Seminole	(407) 703-5723
Cast In Place Concrete	Full-Tilt Constructors	Craig	Roberts	croberts@fulltilt.com	Sanford	FL	Seminole	(407) 910-1400
Landscaping	Garth Schweizer Landscaping	Ana	Soto	estimating@gelia.net	Sanford	FL	Seminole	(407) 321-2280
Dampproofing & Waterproofing	General Caulking & Coatings Co., Inc.	Todd	Kanistras	todd@generaulking.com	Oviedo	FL	Seminole	(407) 365-4923
Unassigned	GW Systems, Inc.	Jimmy	Fritze	jmfritze@gwsystemsinc.com	Longwood	FL	Seminole	(407) 331-3551
Site Earthwork	Hall Company Inc.	Dave	Morrison	dave@hallcompanyinc.com	Winter Springs	FL	Seminole	(407) 327-4930
HVAC Contractor	Harper Limbach, LLC	Warren	Klemm	warren.klemm@harperlimbach.com	Sanford	FL	Seminole	(407) 321-8100
Video/Audio Systems	Infinity AV and Security	Ken	Briggs	kbriggs@infinityavandsecurity.com	Longwood	FL	Seminole	(407) 878-4283
Theater And Stage Equipment	InterAmerica Stage, Inc. (IA Stage)	Jeff	Craycraft	jcraycraft@iastage.com	Sanford	FL	Seminole	(407) 302-0881
Visual Display Boards	Interior Specialties, Inc.	CAROLYN	HALEY	chaley@interiorspecialties.com	Altamonte Sprin	FL	Seminole	(407) 539-1303
Site Earthwork	Ivetic Trucking Inc	Vlado	Ivetic	vlado@ivetictruckng.com	Winter Springs	FL	Seminole	(407) 402-1796
Manufactured Casework	J & J Millwork Inc.	Trish	Carey	trish@jjmillwork.com	Sanford	FL	Seminole	(407) 324-2331
Site Earthwork	Jon M. Hall Company	Estimating	Department	estimators@jonhallcompany.com	Longwood	FL	Seminole	(407) 215-0410
Landscaping	Keller Outdoor Landscaping, LLC	Bobby	Keller	Office@kelleroutdoorland.com	Sanford	FL	Seminole	(407) 915-6848
Landscaping	Ken Lih Landscaping, Inc.	Patti	Vallancourt	patti.kenliand@gmail.com	Oviedo	FL	Seminole	(407) 509-2717
Identification Devices	Lombardi Enterprises, Inc.	Ann	Mills	ann@lmhomeoffice.com	Winter Springs	FL	Seminole	(321) 449-8857

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ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Technology And Communications Systems	LV Solutions, LLC	Trevor	Blanc	tblanc@sciencbuildingsolutions.com	Lake Mary	FL	Seminol	(407) 636-8740
Residential Equipment	Milcarsky Appliance Center	Jay	Morris	jay@milcarsky.com	Longwood	FL	Seminol	(407) 636-6418
Plumbing Contractor	Modern Plumbing Industries Inc	Estimating	Department	estimating@modernpl.com	Winter Springs	FL	Seminol	(407) 327-6000
Electrical Contractor	Morton Electric	Jason	Pitts	jason@mortonelectric.com	Sanford	FL	Seminol	(407) 830-1000
Technology And Communications Systems	Network Cabling Services, INC.	Brian	Medeiros	bmedeiros@nccs-cabling.com	Longwood	FL	Seminol	(407) 331-3444
Athletic And Recreational Surfaces	Nidy Company	Christopher	Tappan	ctappan@nidycorp.com	Sanford	AL	Seminol	(407) 330-9466
Unassigned	Oldcastle	Mark	Mann	mark.mann@oldcastle.com	Longwood	FL	Seminol	(407) 831-1050
Unassigned	Oldcastle Coastal	Steve	Bischke	Steven.Bischke@oldcastle.com	Longwood	FL	Seminol	(407) 831-1050
Specialty Doors	Overhead Door Company of Orlando Inc.	Chris	Ballinger	cballinger@odc.com	Longwood	FL	Seminol	(407) 830-5600
Visual Display Boards	Patterson Pope	Bonnie	Nierhuis	bnierhuis@pattersonpope.com	Lake Mary	FL	Seminol	(407) 328-0688
Paints & Coatings	Percopo Coatings Company	Mike	Percopo	mike@pccusa.com	Longwood	FL	Seminol	(407) 331-3805
Video/Audio Systems	ProSound Audio/Visual, LLC	Chipper	Stempkowski	castemp@prosound-av.com	Altamonte Sprin	FL	Seminol	(321) 229-7889
Composite Panels	Quality Metals, Inc.	Blake	Bassett	blake@qualitymetals.net	Sanford	FL	Seminol	(407) 321-1811
Unassigned	Rauland Borg of Florida	Erik	Habig	erik.habig@ametek.com	Altamonte Sprin	FL	Seminol	(407) 276-0010
Unassigned	Rauland-FL	Jason	collins	jason.collins@ametek.com	Altamonte Springs	FL	Seminol	(407) 830-6175
Entrances & Storefronts	RECON Independent Assessments, LLC	Larry	Litrell	larry@gorecon.net	Casselberry	FL	Seminol	(407) 948-4983
Flooring	Regal Flooring Contractors, Inc.	Tim	Hite	thite@regalflooring.com	Oviedo	FL	Seminol	(407) 366-0180
Athletic, Recreational, And Therapeutic Equ	Removed from Waste Pro	Jennifer	Yoli	jyoli@wastepro.com	Sanford	FL	Seminole	
Theater And Stage Equipment	Rep Services, Inc.	Mary	Langley	mary@rep-services.com	Longwood	FL	Seminol	(407) 831-9658
Plumbing Contractor	S.I. Goldman Company, Inc.	Estimating	Team	estimating.team@comfortsystemsusa.com	Longwood	FL	Seminol	(407) 830-5000
Metal Doors & Frames	S.R. Chortas Construction	Steve	Chortas	schortas@aol.com	Lake Mary	FL	Seminol	(407) 947-8011
Unassigned	SCHUCHMANN STRUCTURAL ASSOCIATES	JONATHAN	SCHUCHMANN	jon@ssa-engineers.com	Winter Springs	FL	Seminol	(407) 542-1280
Technology And Communications Systems	Signature Systems of Florida	Dan	Lee	dlee@signature-systems.com	Casselberry	FL	Seminol	(407) 644-8990
Unassigned	Southeastern Laundry Equipment	Peter	Woodruff	peter@slaundry.com	Altamonte Sprin	FL	Seminol	(407) 402-1571
Acoustical Treatments	Southern Acoustics Inc	Matt	Talacksen	matt@saacoustics.com	Casselberry	FL	Seminol	(407) 696-4448
Fire Sprinkler Contractor	Southern Fire Protection of Orlando, Inc	Vince	Hollis	vince@southernfire.net	Sanford	FL	Seminol	(407) 323-4200
Lockers	Southern Storage Systems, Inc	Mark	Coursin	mstorage@ssystems.com	Sanford	FL	Seminol	(407) 302-4405
Flooring	Spectra Contract Flooring	Nicole	Lopez	nicole.lopez@spectra.com	Longwood	FL	Seminol	(407) 536-2640
Cast In Place Concrete	Structural Construction of Orlando	Jim	Courtney	stucourt12@aol.com	Oviedo	FL	Seminol	(321) 231-9508
Fire Sprinkler Contractor	Summit Fire & Security	Richard	Moore	rmoores@summitfiresecurity.com	Sanford	FL	Seminol	(772) 288-0615
Protective Covers	Sunstate Awning & Graphics Design Inc	Alan	Hanley	alan@sunstateawning.com	Sanford	FL	Seminol	(407) 330-1044
Metal Doors & Frames	Superior Hardware Products	Ed	Harding	ed@superiorhardware.com	Longwood	FL	Seminol	(321) 508-2363
Building Insulation	Talored Foam of Florida, LLC	Marcus	Turner	MTurner@taloredfoam.com	Sanford	FL	Seminol	(407) 332-0333
Membrane Roofing	Tecta America	Allison	Kent	Akent@tectamerica.com	Sanford	FL	Seminol	(407) 330-9303
Membrane Roofing	Tecta America South Florida, Inc.	Mike	Mulroney	mmulroney@tectamerica.com	Sanford	FL	Seminol	(407) 330-9303
Membrane Roofing	Tecta America Southeast LLC	Susan	Grace	sgrace@tectamerica.com	Sanford	FL	Seminol	(407) 330-9303
Metal Doors & Frames	The A.G. Mauro Co. of FL, Inc.	Mark	Carpenter	mark.carpenter@agmauro.com	Lake Mary	FL	Seminol	(407) 333-0500
Athletic And Recreational Surfaces	Varsity Courts, Inc.	Dennis	Brubach	varsitycourts@yahoo.com	Longwood	FL	Seminol	(407) 830-8906
Window Treatments	VBM Window Fashions	Charity	Agnew	charity@vbmwindows.com	Longwood	FL	Seminol	(407) 339-7600
Unassigned	Walt Dittmer & Sons, Inc. dba Dittmer Architectural Alumin	Estimating		estimating@dtldeck.com	Winter Springs	FL	Seminol	(407) 699-1755
Lockers	WE Supply Division 10, LLC	Bobby	Wells	wssupply@earthlink.net	Sanford	FL	Seminol	(407) 913-5076
Unassigned	Western Florida Lighting Orlando	David	Erichsen	david@wflorlando.com	Altamonte Sprin	FL	Seminol	(407) 740-6973
General Contractor	Wharton-Smith, Inc.	Joe	Schmidt	jcschmidt@whartonsmith.com	Sanford	FL	Seminol	(407) 321-8410
Fire Sprinkler Contractor	Wiginton Fire Protection Engineering, Inc. (Sanford)	Joane	Suarez	jas@wiginton.net	Sanford	FL	Seminol	(407) 585-3251
Unassigned	Wild Oak Holding, Inc.	Charity	Agnew	charity@vbmwindows.net	Longwood	FL	Seminol	(407) 339-7600
Flooring	The Floor Shoppe, Inc.	Taylor	Stewart	Taylor@thefloishoppe.com	Wildwood	FL	Sumter	(352) 748-4811
Exterior Insulation And Finish Systems	A & W Construction Services, Inc.	Russell	Wittenberg	russell@aw-construction.com	Daytona Beach	FL	Volusia	(386) 274-1515
Flooring	Alpha Carpets & Floor Coverings	Jessica	Smith	jessica@alphacarpets.com	Daytona Beach	FL	Volusia	(386) 323-7833
Drywall	Baylor Plastering & Drywall	William	Swafford	wswafford@baylorplastering.com	Daytona Beach	FL	Volusia	(386) 253-8976
Food Service Equipment	Design, Furnishings & Equipment, Inc.	Mike	Mokernan	dtsign@dfll.com	Daytona Beach	FL	Volusia	(386) 252-4728
Identification Devices	Don Bell Signs, LLC	frank	Boanno	franko@donbellsigns.com	Port Orange	FL	Volusia	(386) 788-8084
Structural Metal Framing	Fabco Metal Products	Tracy	Thomas	tthomas@fabco.com	Daytona Beach	FL	Volusia	(386) 252-3730
Cast In Place Concrete	Flagship Tilt Wall	JB	Sack	jsack@flagshiptilt.com	Deland	FL	Volusia	(386) 279-0019
Specialty Doors	Overhead Door Company of Daytona	Doug	Fisher	doug@overheaddoorsofdaytona.com	Daytona Beach	FL	Volusia	(386) 871-4054
Fences And Gates	Sterling Enterprises, L.L.C.	Tracie	Estes	tracie@sterlingenterprises.com	Lake Helen	FL	Volusia	(386) 532-2100
Playground Equipment	Top Line Recreation	Terry	Perkins	terry@toplinerec.com	Deltona	FL	Volusia	(800) 921-4509
Unassigned	Top Line Recreation, Inc.	SONIA	PERKINS	SONIAP@TOPLINEREC.COM	Deltona	FL	Volusia	(386) 575-8359
Paints & Coatings	Weston Coatings Group, Inc.	Estimating	Dept.	bid@westoncoatings.com	Daytona Beach	FL	Volusia	(386) 274-3278
Identification Devices	White Sign Company	Jackie	Stepro	estimating@whitesigncompany.com	Deberry	FL	Volusia	(407) 878-3981
Unassigned	White Sign Company LLC	Joel	White	jwhite@whitesigncompany.com	Deberry	FL	Volusia	(407) 342-7887
Protective Covers	White Sign Company, LLC	Lucas	Rodrigues	lucas@whitesigncompany.com	Deberry	FL	Volusia	(407) 878-3981
Plumbing Contractor	WW Gay Mechanical	Mike	Rizzo	mizzo@wwgmc.com	Port Orange	FL	Volusia	(407) 841-4670
Food Service Equipment	11400 Inc. DBA Clark Food Service Equipment	Kristy	Blinder	kblinder@cfse.biz	Bradenton	FL	Volusia	(717) 392-7363
Exterior Insulation Finish Systems	A W Baylor Versapanel Plastering, Inc.	Alan	Trueblood	atrueblood@awbaylor.com	Ormond Beach	FL		(386) 672-0777
Metal Doors & Frames	AAA Specialty Products of FL	Estimator	Estimator	estimator@aaaspecialtyproducts.com	Fl Myers	FL		(239) 481-4004
Unassigned	ABG Caulking Contractors, Inc	Samantha	Stevenson	samantha@abgcaulking.com	Goodlettsville	TN		(615) 859-4935
Metal Doors & Frames	Access Door And Glass	Jeff	Wright	accessdoors@man.com	Cape Coral	FL		(239) 549-3667
Athletic And Recreational Surfaces	ADVANCED SPORTS GROUP - Shaw Rep	Brooks	Bennett	bbennett@aspportsfields.com	Windmere	FL		(321) 370-3998
Testing, Adjusting, And Balancing	Air Balance Unlimited	Mike	Howell	air_balance_unlimited@hotmail.com	Sorrento	FL		(407) 383-8259
Metal Doors & Frames	Alerion Door & Glass, Inc	Mark	Cunningham	mark@alerion.com	Cocoa	FL		(321) 799-8500
Flooring	All States Tile, Inc.	Ken	Walls	kdubb1630@gmail.com	Geneva	FL		(407) 467-6454
Metal Doors & Frames	Allied Door & Hardware	Bids	Allied	bids@allieddoors.com	Cocoa	FL		(321) 639-6372
Structural Metal Framing	Allstate Steel Company, Inc.	Eddy	Barera	ebarrera@allstatesteel.com	Jacksonville	FL		(904) 694-0655
Unassigned	Alpha Insulation & Waterproofing, Inc.	Juan	Sanchez	jsanchez@alphawp.com	Lewisville	TX		(972) 446-2600
Metal Doors & Frames	American Door & Hardware LLC	Keth	Belcourt	estimating@adhi.us	Crystal River	FL		(352) 563-5958
Unassigned	Apex Distributing	Marsha	Fox	rtfox@truefireproofing.com	Tulsa	OK		(918) 298-4080
Drywall	APPLEGATE INTERIORS, INC.	William	Applegate	wapplegate@applegateinteriors.com	Lake Worth	FL		(561) 586-6156
Unassigned	Architectural Building Specialties, Inc.	Burt	May	absl1977@cfll.com	Ormond Beach	FL		(386) 676-2095
Applied Fireproofing	Architectural Coatings Inc, (ACI)	Ryan	Polen	ryan@archcoatings.com	St Petersburg	FL		(727) 821-9600
Entrances & Storefronts	Arso Enterprises, Inc	Anthony	Soler	tony@solatrol.com	Miami	FL		(305) 681-2020
Unassigned	ASI West	Cristian	Arellano	carellano@specialtiesdirect.com	Tecate	BC		(665) 655-7777
Unassigned	AstroTurf Corporation	Serge	Silva	silva@astroturf.com	Plantation	FL		(315) 436-8862

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SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Wood Flooring	Athletic Resources, Inc.	Steve	Cunningham	steve@athleticresources.com	Naples	FL	(239) 357-1606
Video/Audio Systems	ATI Pro AV, Inc.	Toby	Benshoff	toby@academictechnic.com	Sarasota	FL	(841) 900-4123
Special Purpose Rooms	Atlas Greenhouse	Heath	Spradley	heath@atlasgreenhouse.com	Alapaha	GA	(229) 532-2905
Membrane Roofing	Atlas-Apex Roofing LLC	Elen	Anderson	elanderson@atlasapexusa.com	Fort Lauderdale	FL	(954) 565-1567
Technology And Communications Systems	Audio Enhancement Inc.	Audio	Enhancement	bids@audioenhancement.com	West Jordan	UT	
Residential Equipment	Automated Laundry Systems	Kris	Elliott	kelliott@alstoday.com	Jacksonville	FL	(407) 509-0234
Special Purpose Rooms	B&K Installations	Billie	Berzowski	billiebob@binstall.com	Homestead	FL	(305) 245-6968
Testing, Adjusting, And Balancing	Bay To Bay Balancing, Inc.	Deborah	Long	debbe@bay2bay.net	Lutz	FL	(407) 947-9996
Exterior Insulation Finish Systems	Baylor Construction, Inc.	Mary	Steiner	msteiner@baylorfi.com	Holly Hill	FL	(386) 253-8976
Identification Devices	Bayuk Graphic Systems, Inc.	Rex	Anderson	rex@bayukgraphics.com	Parkesburg	PA	(717) 442-0274
Toilet Accessories	Bell Architectural Specialties	James	Anderson	bells.bids@gmail.com	Riverview	FL	(813) 741-9926
Playground Equipment	Big Toys, Inc.	Dwight	Twilley	dtwilley@playcore.com	Fort Payne	AL	(256) 997-5241
Unassigned	BrightView Landscape Services	Christopher	Carnahan	christopher.carnahan@brightview.com	Laurel	MD	(884) 284-2537
Special Purpose Rooms	C.P. Enterprises, Inc.	Charles	Paillon	CPOL@AOL.COM	Mt Dora	FL	(407) 886-3321
Lightweight Concrete Roof Insulation	Cellucrete Lightweight Insulating Concrete Roofs	Frank	Peydro	fpeydro@cellucrete.com	Hialeah	FL	(305) 826-2960
Unassigned	CEMEX	Stephen	Blanton	stephen.blanton@cemex.com	Jupiter	FL	
Exterior Insulation Finish Systems	Central Florida Drywall & Plastering, Inc.	Amy	Stephens	amy@centralfloridadyrwall.com	Gainesville	FL	(352) 376-6606
Flooring	Certified Finishes, Inc.	Todd	Goosen	tgoosen@certifiedfinishes.com	Orlando	FL	(407) 459-8870
Fences And Gates	Chapco Fence	JASON	JUNNILA	chapcofence@aol.com	St Cloud	FL	(407) 892-6447
Athletic, Recreational, And Therapeutic Equipment	Charron Sports Services, Inc.	Andrew	Griffin	andrewg8@gmail.com	New Richmond	OH	(513) 349-3359
Entrances & Storefronts	Cherokee Glass, Inc	dean	latta	dean@cherokeeglass.com	Lake Worth	FL	(561) 586-7060
Protective Covers	Childers Carpets & Structures, Inc.	Richard	Talley II	rt@childersinc.com	Houston	TX	(713) 460-2181
Technology And Communications Systems	CJS Communications	Chris	Slaven	calaven@cjscomm.com	Orange City	FL	
Unassigned	CMC Rebar FL	Nickette	McClendon	nickette.mcclendon@cmc.com	Jacksonville	FL	(904) 695-4875
Paints & Coatings	Coast Painting	Ben	Vendette	bvendette@coastpaintingfl.com	Coconut Creek	FL	(407) 230-0462
Structural Metal Framing	Coastal Steel	Brian	McGovern	brian@coastalsteel.com	St. Petersburg	FL	(863) 816-5140
Exterior Insulation Finish Systems	Collins Construction and Company LLC	Jason	Collins	jcollins@collinstf.com	Ormond Beach	FL	(386) 615-1967
Unassigned	Construction Specialties	Gissel	Villareal	dwillareal@csgroup.com	Del Rio	TX	(908) 325-4155
Metal Doors & Frames	Cook & Boardman	EARL	JONES	stones@cookandboardman.com	Winston-Salem	NC	(843) 302-0101
Unassigned	Copeland Architectural Systems - C/S Group Rep	Lauren	Aikay	twpepaintingrequests@c-sgroup.com	Hughesville	PA	(570) 584-6715
Athletic And Recreational Surfaces	Court Surfaces	Heather	McMandon	heatherm@rurnar.com	Green Cove Sp	FL	(904) 268-0888
Entrances & Storefronts	Crawford Tracey Corp	Manny	Stratis	manys@crawfordtracey.com	Deerfield Beach	FL	(817) 416-8318
Window Treatments	Crawford Tracey Corp.	Dennis	Wetmiller	Dennis@crawfordtracey.com	Deerfield Beach	FL	(954) 246-1888
Window Treatments	CRAWFORD-TRACEY CORP	OVIDIU	MACELARU	ov@crawfordtracey.com	Deerfield Beach	FL	(954) 698-6888
Entrances & Storefronts	Crawford-Tracey Corporation	Raymond Crawford	Crawford	ray@crawfordtracey.com	Deerfield Beach	FL	(954) 698-6888
Unassigned	CSO ENTERPRISES INC.	Arthur	Hampton	ahampton@csocenterprises.com	Winter Haven	FL	
Unassigned	Daktronics	Nancy	Herrick	constructionmarketing@daktronics.com	Brookings	SD	(605) 692-0200
Hydraulic Elevators	Delaware Elevator	Tyler	Wolfe	tylerwolfe@delawareelevator.com	Boca Raton	FL	(410) 749-3489
Rough Carpentry	DH Pace	Elizabeth	Adams	elizabeth.adams@dhpace.com	Kansas City	MO	(816) 480-2698
Flooring	Dixie Contract Carpet	Tom	Long	tlong@dixiecc.com	Jacksonville	FL	(904) 296-0023
Structural Metal Framing	Dixie Metal Products, Inc.	Michael	Zimmerman	michaelz@dixiemetals.com	Ocala	FL	(352) 873-2554
Structural Metal Framing	Dixie Southern Industrial, Inc.	Robert	Concolino	estimating-sales@dsisteel.com	Polk City	FL	(863) 984-1900
Precast Concrete	Durfach Industries, Inc	Troy	McBrine	troy@precaststar.com	Palmetto	FL	(941) 751-1672
Site Earthwork	Earthmovers, Inc.	Les	Furnanski	les@earthmovers-inc.com	Ocala	FL	(352) 236-1400
Food Service Equipment	East Bay Restaurant Supply, Inc.	Doreen	Parish	ddoreen@brs.net	Ocala	FL	(841) 321-3905
Entrances & Storefronts	East Coast Architectural Glass	Chase	Brown	chase@ecaglassinc.com	Indian Harbour	FL	(321) 777-2006
Entrances & Storefronts	East Coast Architectural Glass, Inc.	Dan	Nason	ECGLASS@cfllr.com	Satellite Beach	FL	(321) 777-2006
Drywall	East Coast Framing	Ann	Plowman-Render	ecf321@yahoo.com	Cocoa	FL	
Identification Devices	Environmental Graphics Incorporated	Shawn	Warren	estimating@egisigns.com	Odessa	FL	(727) 378-5596
Fluid-Applied Flooring	Epoxy Flooring Solutions, Inc.	Stephanie	Stewart	stewart@epoxy-solutions.com	Thonotosassa	FL	(813) 982-2292
Special Purpose Rooms	Ernie Morris Enterprises, Inc.	Tim	Morris	Tmorris@erniemorris.com	Bushnell	FL	(352) 793-2745
Athletic, Recreational, And Therapeutic Equipment	Eversan, Inc.	Nick	Wilson	nwilson@eversan.com	Whitesboro	NY	(315) 736-3967
Applied Fireproofing	Fire Stop Systems, LLC	Michael	Pedone	michael@fireproofers.com	Naples	FL	(239) 774-3343
Unassigned	Florida Architectural Precast	Steve	Watkins	swatkins@faprecast.com	Fort Pierce	FL	(772) 489-0920
Window Treatments	Florida Contract Automated Shading	Megan	Molyneux	megan@fcaas.pro	Gainesville	FL	(352) 682-4018
Video/Audio Systems	Ford Audio-Video	Jon	Miosky	mios@fordav.com	Oklahoma City	OK	(407) 923-5826
Precast Concrete	Gate Precast	Michael	Trosset	mtrosset@gateprecast.com	Hillsboro	TX	(254) 266-0526
Precast Concrete	Gate Precast (Florida)	Randy	Phillips	rphillips@gateprecast.com	Jacksonville	FL	(904) 757-0860
Electrical Contractor	Genelco	Louis	Coutermash	lcoutermash@genelco.com	Port Saint Lucie	FL	(321) 821-4487
Electrical Contractor	Giles Electric Company, Inc.	Tyler	Scholz	tyler.scholz@gileselectriccompany.com	South Daytona	FL	(386) 767-5895
Site Earthwork	Grovin Construction	Kye	Elliott	kye-elliott@grovin.com	Melrose	FL	(352) 204-0102
Stadium And Arena Seating	GT Grandstands	Brian	Wilson	bwilson@gtgrandstands.com	Plant City	FL	(813) 756-6029
Site Earthwork	Harty Tractor Services, Inc.	Bruce	Cook	estimating@hartytractor.com	Orange City	FL	(386) 490-1405
Flooring	Heritage Carpet & Tile, Inc.	Randy	Smith	rsmith@heritageflooring.com	Boynton Beach	FL	(561) 424-9090
Unassigned	Hayden supply	Terry	Everitt	terry@haydensupply.com	Ridgeland	SC	(913) 432-6105
Theater And Stage Equipment	Hile's Curtain Specialties, Inc.	Clayton	Hile	clayton@hilescurtains.com	Odessa	FL	(727) 753-0600
Lockers	Holman, Inc.	Kelly	Bohannon	sales@holman-inc.com	Jacksonville	FL	(904) 781-4531
Metal Doors & Frames	Hurricane Resistant Construction, Inc.	Carol	Gordon	carolgordon@hrconflorida.com	Cooper City	FL	(954) 431-7935
Unassigned	Hussey Seating	Shawn	McCollum	smccollum@husseyseating.com	N. Berwick	TX	
Stadium And Arena Seating	Hussey Seating (Supplies Clarin Seating)	Mike	Slater	m Slater@husseyseating.com	North Berwick	ME	(303) 972-1226
Wood Flooring	Impact Sport Surfaces	Chris	Newton	cnewton@impactsurface.com	Deerfield Beach	FL	(561) 721-5716
Fluid-Applied Flooring	Industrial Flooring Specialists	Joanne	Grant	epoxy@flooroure.com	Jacksonville	FL	(904) 693-8900
Unassigned	Innovative Brick	Mark	Scott	mark@ibrick.com	Broomfield	CO	(720) 890-6032
Window Treatments	Inpro Corporation	Nick	Wanta	nwanta@inprocorp.com	Muskego	WI	(262) 679-9010
Testing, Adjusting, And Balancing	Integra Testing Services	Adriana	Hincapie	estimating-fil@integratesting.com	Lauderhill	FL	(954) 755-2912
Unassigned	International Commissioning Engineers	John	Skipper	asamth@icaengineers.com	Roswell	GA	(878) 366-2108
Video/Audio Systems	Jacksonville Sound & Communications, Inc.	Bob	Wright	bwright@jacksonvillesound.com	Jacksonville	FL	(904) 737-3511
Video/Audio Systems	JMK Systems L.L.C	Frank	Long	flong@jmksystems.com	Columbus	GA	(866) 966-9565
Protective Covers	Jordan	Jody	Cox	jody@jordan.us	Largo	FL	(727) 447-3512
Unassigned	John murray associates inc	John	Murray	inc001@tampabayrr.com	Saint Petersburg	FL	
Food Service Equipment	Johnson-Lancaster & Associates	Sandy	Bricker	sandy@johnson-lancaster.com	Clearwater	FL	(727) 796-5622
Metal Doors & Frames	JR Enterprises	John	Robinson II	john2@earthlink.net	Saint Cloud	FL	(407) 467-9847

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SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Exterior Insulation Finish Systems	KAT STUCCO INC	Estimating	Department	office@katsucco.com	Lutz	FL	(813) 948-9000
Flooring	Kesco Inc	Tristan	Medendorp	tristan@kescoflooring.com	Auburndale	FL	(863) 551-3151
Athletic, Recreational, And Therapeutic Equipment	KorKat	Kelly	L	kelly.k@korkat.com	Carrollton	GA	(770) 214-9322
Manufactured Casework	Laboratory Design & Supply	Jerry	Heathery	jheathery@ladsb.com	Dover		(813) 986-0499
Food Service Equipment	Lace Foodservice Corp.	Ana Maria	Campo	ana@lacefoodservice.com	Miami	FL	(305) 513-5223
Unassigned	Landreth Lighting	Jon	Timmermans	jon.timmermans@landrethinc.com	Maitland	FL	
Theater And Stage Equipment	Mainstage Theatrical Supply, Inc.	Dean	Sternke	dean@mainstage.com	Milwaukee	WI	(850) 434-2080
Protective Covers	Mapes Canopies	Jassen	Adamson	jadamson@mapes.com	Lincoln	NE	(888) 273-1132
Visual Display Boards	Mardale Specialties Direct Inc	Mike	Cooper	mike@specialtiesdirect.com	Clearwater	FL	(727) 772-8099
Cast In Place Concrete	Maschmeyer Concrete Co. of Florida, Inc.	Brian	Meskill	bmeskill@maschmeyer.com	West Palm Beach	(407) 448-8725	
Visual Display Boards	McLeod General Trades, LLC	Mark	Marino	mark@mcloedgeneraltrades.com	Gainsville	FL	(352) 371-7320
Unassigned	Metromont USA	Betsy	Gel	bgel@metromont.com	Greenville	SC	(864) 605-5000
Theater And Stage Equipment	Miami Stagecraft Inc.	Steve	Welsh	steve@miamistagecraft.com	Hialeah	FL	(305) 839-9356
Dampproofing & Waterproofing	Midstate Caulking & Construction Services LLC	Amber	Nguyen	amster@midstatecaulking.com	Kissimmee	FL	(407) 530-5775
Unassigned	Mileham and King, Inc.	Darren	Nash	nashdramb7@gmail.com	Rockville	MD	(301) 670-9400
Athletic, Recreational, And Therapeutic Equipment	Miracle Recreation Equipment Company	Estimating	Department	info@miracleec.com	Monett	MO	(417) 235-6917
Hydraulic Elevators	Mowrey Elevator Company	VICTORIA	HINSON	grace@mowreyelevator.com	Dave	FL	(800) 441-4449
Flooring	National Engineering	Grace	Delgado	grace@coatingsincorporated.com	Gibsonville	FL	(813) 319-3985
Unassigned	National Engineering and Repair Corporation	Tommy	Boll	tommy@coatingsincorporated.com	Riverview	FL	(813) 319-3985
Theater And Stage Equipment	National Stage & Window	Gary	Stein	gary@nsw.com	Deerfield Beach	FL	(954) 428-7171
Special Purpose Rooms	Nationwide Structures, Inc.	Gail	Varnecky	gail@nationwidestructures.com	Virginia Beach	VA	(757) 464-4245
Unassigned	New Millennium	Joni	Norman	joni.norman@newmill.com	Lake City	FL	(386) 466-1300
Entrances & Storefronts	No Limit Glass	estimating	no limit glass	estimating@nolimitglass.com	West Palm Beach	FL	(561) 712-1498
Lockers	Nycorn	Ashby	Carver	acarver@nycorn.com	Midlothian	VA	(804) 445-5510
Entrances & Storefronts	OC Glass Inc.	Esteban	Ocampo	esteban@ocglassinc.com	Webster	FL	(561) 797-8587
Kiln	Outlaw Pottery, LLC	Rosalie	Outlaw	info@outlawpottery.com	Cocoa	FL	(321) 292-0762
Special Purpose Rooms	PAR-KUT INTERNATIONAL INC	GARY	HURST	ghurst@parkut.com	Harrison Towns	MI	(586) 468-2947
Protective Covers	Peachtree Protective Covers, Inc.	Logan	Ashley	lashed@peachtreecovers.com	Hiram	GA	(770) 439-2120
Unassigned	Phillips & Jordan, Inc.	Tom	Wilson	twilson@pandj.com	Robbinsville	NC	(813) 783-1132
Site Earthwork	Phillips & Jordan, Inc.	Art	Phelps	art@phelps.com	Zephyrhills	FL	(813) 780-4371
Metal Doors & Frames	Pinnacle Door & Hardware w/ Sister Company Errington	Ralph	Edwards	redwards@pinnaclehd.com	Clearwater	FL	(727) 442-6699
Unassigned	Pinnacle Door and Hardware Inc (Clearwater)	David	Cormier	dcormier@pinnaclehd.com	Clearwater	FL	(727) 608-2896
Entrances & Storefronts	Pitts Glass Inc.	Grant	Pitts	info@pittsglass.com	Bunnell	FL	(386) 447-4740
Flooring	PK Flooring Inc.	Victor	Rosario	victor@pkflooringinc.com	St Cloud	FL	(407) 957-9801
Unassigned	Plans & Specs	David	Phaup	david@plans-specs.com	Altamonte Sprin	FL	(407) 786-3755
Unassigned	Plateau Excavation	Kath	Scarborough	kscarborough@plateauexcavation.com	Austell	GA	(770) 948-2600
Athletic And Recreational Surfaces	Playcore	Kymberly	Ott	kym.ott@playcore.com	Chattanooga	TN	(423) 826-3673
Playground Equipment	PlayCore Wisconsin, Inc., DBA GameTime	Clint	Whiteside	clint.whiteside@gametime.com	Fort Payne	AL	(256) 845-5610
Playground Equipment	Playcraft Systems	Heidi	Larson	sales@playcraftsystems.com	Grants Pass	OR	(541) 955-9199
Athletic And Recreational Surfaces	Playmore Recreational Products & Services	Brittney	Garrett	brittney@playmoreonline.com	Fort Myers	FL	(239) 791-2400
Unassigned	Playmore Recreational Products and Services	Luke	Russell	info@playmoreonline.com	Deerfield Beach	FL	(239) 791-2400
Playground Equipment	Playworx	Kristine	Frost	kristine@playworx.com	Farmington	FL	(786) 750-3332
Special Purpose Rooms	Portafab	SANDRA	WIRZ	swirz@portafab.com	Chesterfield	MO	(636) 537-5555
Kiln	Pottery Supply House	Jeremy	Willis	jwillis@psph.ca	Oakville	ON	(905) 849-5540
Playground Equipment	Precision Playgrounds	Stacey	Pyle	stacey@precisionplaygrounds.com	Jacksonville	FL	(904) 636-5106
Unassigned	Precision Structures, Inc.	Doug	Narney	dougnarney@precisionstructures.com	Floral City	FL	(727) 215-5945
Technology And Communications Systems	Pro Audio Video, Inc. (formerly, The Integration Factory)	Mike	Ferry	mike@trifav.com	Rockledge	FL	(321) 704-8252
Video/Audio Systems	Pro Sound, Inc. (dba Pro Sound & Video)	Rick	Scharmann	rscharmann@prosound.net	Miami	FL	(305) 891-1000
Unassigned	Prolan Solutions	Dan	Spada	dspada@hubbell.com	Clearwater	FL	(813) 390-7699
Unassigned	QOS Development	Joe	Rodi	jrod@qosdevelopment.com	Plant City	FL	
General Contractor	Quality Frame & Trim of Florida, Inc.	Harold	Schrack	hsack@qfai.com	Cocoa	FL	(321) 258-0828
Unassigned	Removed from Acme Fireproofing & Insulation, Inc.	Marsha	Fox	mfox@acmefireproofing.com	Fairmont City	IL	(815) 298-4080
Metal Doors & Frames	Removed from The Cook & Boardman Group, LLC	Jason	Pruitt	jpruitt@cookandboardman.com	Erie	PA	(843) 302-0101
Food Service Equipment	Removed from Trimark USA	Bill	Reid	breid@stratasteel.com	Albany	GA	(229) 903-3694
Exterior Insulation Finish Systems	Reyes Stucco Inc	Jorge	Reyes	reyesstucco@gmail.com	Cocoa	FL	(321) 576-3537
Drywall	Richardson Drywall Inc	Tom	Sadecki	tom@richardsondrywallinc.com	Lecanto	FL	(352) 746-7410
Unassigned	Ring Power Systems-CAT	Jake	Bechtol	jake.bechtol@ringpower.com	Riverview	FL	(407) 472-6242
Specialty Doors	Rolling Door Manufacturing	Daniel	Rodriguez	dmail@rolling-door.com	Miami	FL	(305) 599-9977
Masonry Contractor	Ron Kendall Masonry, Inc.	Grace	Canate	gcate@ronk.com	West Palm Beach	FL	(561) 793-5924
Entrances & Storefronts	Sasser Commercial Glass, Inc.	Raymond	Sasser	RAY@SASSERCOMMGL.COM	Riviera Beach	FL	(561) 530-7911
Fluid-Applied Flooring	Scafe Enterprises	Rhonda	Brean	rbrean@scafeenterprises.com	Dade City	FL	(352) 588-2662
Building Insulation	SCD, INC	David	Matthews	dmatthews@steelconcept.net	Valdosta	GA	(229) 244-8638
Electrical Contractor	Service Complete electric	Beau	Bergeron	estimating@sefflorida.com	Oviedo, FL	FL	(407) 679-3500
Unassigned	siemens	hugo	solano	hugo.solano@siemens.com	Deerfield Beach	FL	(954) 427-0705
Site Earthwork	Site Solutions of Central Florida	James	sadler	jsadler@siteworks.com	Polk City	FL	(863) 899-5402
Fences And Gates	Smith Fence Company	Rob	Luke	rluke@smithfence.com	Clearwater	FL	(727) 573-5440
Unassigned	SoCal Estimating	Wayne	Golobic	socalestimating@gmail.com	San Diego	CA	(858) 334-8198
Entrances & Storefronts	Sol-a-Trol	Ariana	Rego	ariana@solatrol.com	Opa-Locka	FL	
Video/Audio Systems	SoloTech Pro Sound & Video	Jason	Donegan	jdonegan@prosound.net	Pensacola	FL	(850) 476-7600
Unassigned	Southern Bleacher Company	Steven	Treon	streon@southernbleacher.com	Bethlehem	PA	(610) 814-5828
Stadium And Arena Seating	Southern Bleacher Company, Inc.	Steven	Treon	streon@southernbleacher.com	Bethlehem	PA	(610) 216-0827
Site Earthwork	Southern Development & Construction, Inc.	Shane	Cox	shane@sdctf.com	Chuluota	FL	(407) 977-9898
Testing, Adjusting, And Balancing	Southern Independent Testing Agency, Inc. (SITA)	Greg	Driggers	greg@ita-tab.com	Lutz	FL	(813) 949-1999
Structural Metal Framing	Southern Structural Steel of Florida Inc.	Tim	Richman	trichman@southernststeel.com	St. Petersburg	FL	(727) 327-7123
Athletic And Recreational Surfaces	SSE and Associates, Inc.	Kelli	Morris	kmorris@ssteam.com	New Smyrna Beach	FL	(386) 428-8875
Structural Metal Framing	St. Cloud Welding & Fabrication Inc.	Dell	Lollis	dloolis@stcloudwelding.com	Saint Cloud	FL	(407) 957-8005
Paints & Coatings	Steve Harper Painting, Inc.	SHP	Estimator	shestimating@gmail.com	Ormond Beach	FL	(386) 672-9850
Manufactured Casework	Steve Ward & Associates, Inc.	Kevin	Hiney	khiney@swainc.com	Nashville	TN	
Fluid-Applied Flooring	Stonhard	Mike	O'Neill	monell@stonhard.com	Maple Shade NJ	FL	(407) 615-1073
Unassigned	Strategic Equipment, LLC	Kyle	Bromer	kyle.bromer@trimarkusa.com	Lewisville	TX	(954) 701-8725
Entrances & Storefronts	Sunrise Construction Services, Inc.	Jessica	Lind	jessica_sca@theisouth.net	Stuart	FL	(772) 219-3506
Unassigned	swa	Robert	Brown	robert@swainc.com	Nashville	TN	(615) 350-7310

*See next page



ATTACHMENT #2

SCOPE RESPONSE/ADDITIONAL INFO/REQUIRED FORMS

Athletic And Recreational Surfaces	T. Mac Wilder & Associates, LLC	Jessica	Bishop	tmw@friendlycity.net	Tifton	GA	(229) 382-9690
Testing, Adjusting, And Balancing	Test and Balance Corporation	John	Skipper	jskipper@tbalconline.com	Lutz	FL	(813) 909-8809
Theater And Stage Equipment	Texas Scenic Company, Inc.	Robert	Freabe	R.freabe@texasscenic.com	San Antonio	TX	(210) 684-0091
Metal Doors & Frames	The Cook and Boardman Group DBA Pinnacle Door and H	Maybelline	Monge	rmonge@pinnaclehd.com	Seminole	FL	
Unassigned	The Eisen Group	Nicole	Greenway	ngreenway@cgsgroup.com	Wixom	MI	(570) 546-4726
Special Purpose Rooms	The Greenhouse Company of South Carolina	Leigh	Dodd	leigh@thegreenhousecompany.net	Imo	SC	(803) 798-4000
Video/Audio Systems	Tietjen Technologies	Ernie	Brewbaker	ernie.brewbaker@cabletvl.com	Atlantic Beach	FL	(904) 270-0070
Electrical Contractor	Tri-City Electrical Contractors, Inc.	Mike	McKenna	Mikeal.McKenna@tcelectric.com	Alamonte Sprin	FL	(407) 788-3500
Wood Flooring	Trident Surfacing	Ronald	Stevens	rons@tridentsurfacing.com	Hialeah	FL	(305) 620-4220
Flooring	Village Flooring Plus	Ron	Eklund	ron.villageflooringplus@gmail.com	Merritt Island	FL	
Video/Audio Systems	Visionary Systems AV	Patrick	Pinchera	patrick.pinchera@bus-av.com	Gainesville	FL	(352) 575-0378
Fire Sprinkler Contractor	W. W. Gay Fire Protection, Inc.	Ed	Mingo	emingo@wwfp.com	Jacksonville	FL	(904) 394-7973
Site Earthwork	WD Site Development, Inc.	Nelson	Duarte	wdestimating@yahoo.com	Saint Cloud	FL	(407) 810-3313
Manufactured Casework	Wenger Corporation	Mida	Hrdlichka	mida.hrdlichka@wengercorp.com	Owatonna	MN	

This is a list of local subcontractors we have bid with in the past. If we are able to find other qualified subcontractors who can provide the City of Mount Dora a better price then we will not hesitate to partner with them.



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) D.E. Scorpio Corporation	
	2 Business name/disregarded entity name, if different from above. Scorpio	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 3911 W Newberry Road	Requester's name and address (optional)
	6 City, state, and ZIP code Gainesville, FL 32607	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-					
or									
Employer identification number									
4	6	-	2	6	2	1	7	7	3

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/27/2026
------------------	------------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**RFQ # 26-FD-016
CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34
RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING
PROJECTS
CITY OF MOUNT DORA
ADDENDUM NUMBER 1**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 26-FD-016 CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING PROJECTS** for the above as fully and completely as if the same were fully set forth therein.

CLARIFICATIONS:

Originally Reads as:

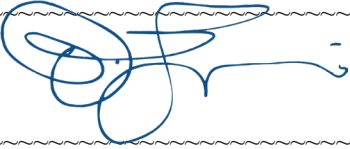
Event	Date/Time
Issue/Advertise RFQ	March 31, 2026
Last Date for Receipt of Written Questions	April 14, 2026
Addendum Issued (If Applicable)	April 20, 2026
RFQ Opening Date & Time (via ZOOM)	May 4, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	May 11, 2026 @ 11:00 a.m.
Shortlisted Firm Presentations/Interviews (if requested)	May 19, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	May 19, 2026 12:30 p.m.
Notice of Recommendation	May 19, 2026
City Council Approval (anticipated)	June 2, 2026

Now Reads as:

Event	Date/Time
Issue/Advertise RFQ	March 31, 2026
Last Date for Receipt of Written Questions	April 14, 2026
Addendum Issued (If Applicable)	April 20, 2026
RFQ Opening Date & Time (via ZOOM)	May 4, 2026 @ 2:00 p.m.
Evaluation Committee to Shortlist	May 11, 2026 @ 11:00 a.m.
Shortlisted Firm Presentations/Interviews (if requested)	May 18, 2026 9:00 a.m. – 12:00 p.m.
Evaluation Committee to Recommend	May 18, 2026 12:30 p.m.
Notice of Recommendation	May 18, 2026
City Council Approval (anticipated)	June 2, 2026

RFQ # 26-FD-016 - CMAR SERVICES – FIRE STATION #34 RENOVATION AND CONSTRUCTION OF NEW ADMINISTRATIVE BUILDING PROJECTS



~~~~~  
  
~~~~~

Signature acknowledges receipt and understanding of this addendum.

Domenic Scorpio, President & CEO

Name/Title

May 4th, 2026

Date

Remainder of Page Intentionally Left Blank

Thank You

We hope you find the information contained in this proposal aligns with your expectations for delivering Construction Management Services for the City of Mount Dora Fire Station #34 Renovation and Construction of New Administrative Building Projects.



ATTACHMENT #3



**CITY OF
MOUNT
DORA**

Whitney Donovan
Purchasing Coordinator
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176 Ext. 1211
E-mail: donovanw@mountdora.gov

Purchasing Division

Date: May 18, 2026

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFQ # 26-FD-016 - Construction Manager at Risk (CMAR) Services - Fire Station #34 Renovation and Construction of New Administrative Building Projects**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On March 31, 2026, RFQ #26-FD-016 was issued and resulted in two timely proposals being received by the opening date of May 4, 2026 at 2:00 p.m. The Evaluation Committee met on May 11, 2026 to discuss and score all two proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with the five (5) top ranked firms.

The scoring and ranking resulted in a final ranking as follows:

#1 - D.E. Scorpio Corporation; #2 - Biltmore Construction Company, Inc. #3 - Charles Perry Partners, Inc.;
#4 - H.J. High Construction Company; #5 - Mulligan Constructors, Inc.

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me via e-mail at finance-purchasing@cityofmountdora.com.

We sincerely appreciate the time, effort, and professionalism demonstrated by each firm throughout the solicitation process, including the preparation and delivery of presentations and participation in the interview sessions. The City recognizes the significant commitment involved in responding to this RFQ and values your interest in partnering with the City of Mount Dora. We thank all participating firms for their submissions and look forward to opportunities to work together on future projects.

Regards,

Whitney M. Donovan
Purchasing Coordinator



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

DATE: June 2, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2026-19**, Donating Mount Dora Police Department Surplus Assets

Introduction:

This is a request for Council to adopt Resolution No. 2025-27, Donating Mount Dora Police Department Surplus Assets.

Discussion:

The Mount Dora Police Department is a full-service law enforcement agency that provides a range of equipment to its personnel. Items such as Axon Tasers, flashlights, firearms, and related equipment are periodically updated or exceed the life of their warranties or operational usefulness. As equipment ages, it is replaced with newer generations or updated platforms. Outdated equipment within the Mount Dora Police Department often no longer has operational value and is typically destroyed or otherwise disposed of. Occasionally, there are police departments that have not yet transitioned to newer equipment systems. The Eatonville Police Department currently utilizes and maintains equipment similar to items no longer in use by the Mount Dora Police Department, including Axon Tasers, flashlights, police bicycles, and Mossberg 590A1 shotguns. The Eatonville Police Department would benefit from the addition of police equipment that has reached the end of its useful service life for the Mount Dora Police Department.

Nearly all police equipment is unique to law enforcement and frequently cannot be donated to organizations other than law enforcement agencies. By donating surplus equipment, the City of Mount Dora and the Mount Dora Police Department are able to assist other law enforcement agencies while maximizing the usefulness of equipment that would otherwise be discarded.

The donation of surplus equipment to other police departments has several benefits. Rather than allowing surplus equipment to go to waste, it can continue to serve a public safety purpose where it is needed most. Donating surplus equipment can improve relationships between agencies and their communities by demonstrating a commitment to collaboration, support, and inter-agency cooperation. Surplus equipment can also be used for training purposes, helping

prepare officers for various scenarios without the financial burden of purchasing additional equipment. Donating surplus police equipment is a practical way to support law enforcement while promoting efficiency and community well-being.

The City of Mount Dora has determined that certain items and equipment previously used by the City's Police Department are no longer needed for departmental purposes. There is no commercial value associated with the items, and it is necessary to dispose of the property. The donation of surplus equipment, including ten Mossberg 590A1 shotguns, to the Eatonville Police Department is a practical and efficient way to eliminate unneeded inventory while simultaneously benefiting a similarly situated law enforcement agency.

Budget Impact:

The shotguns have outlived their useful life at the Mount Dora Police Department and cannot be sold to the public. The Eatonville Police Department continues to use this specific police model in their police operations. There is no known budgetary impact.

Strategic Impact:

The items and equipment have completed their useful life to the Mount Dora Police Department. However, the items and equipment can be used by the Eatonville Police Department.

Recommendation:

City Council adoption of Resolution No. 2025-27 for the donation of surplus assets to the City of Eatonville and the Eatonville Police Department.

Attachment(s):

1. Attachment #1: ATF Form 5 Transfer Paperwork
2. Resolution 2026-19 Donating Mount Dora Police Department Surplus Assets

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Michael Gibson, Chief of Police

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

Whitney Donovan, Purchasing Coordinator

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/14/2026

Approved - 5/19/2026

Approved - 5/27/2026

Approved - 5/27/2026

Approved - 5/27/2026

Approved - 5/27/2026

Final Approval - 5/27/2026

ATTACHMENT #1

**LIMITED OFFICIAL USE ONLY // FEDERAL TAXPAYER INFORMATION
(When forms are filled out)**

20262324202



3/17/2026

PD: MOUNT DORA POLICE DEPARTMENT

1300 NORTH DONNELLY ST

MOUNT DORA, FL 32757

FORM 5

Trade Name: PD:EATONVILLE

Fiche Number: 03-26-05-0147

SN: V0120682



**LIMITED OFFICIAL USE ONLY // FEDERAL TAXPAYER INFORMATION
(When forms are filled out)**

v2.1

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Application for Tax Exempt Transfer and
Registration of Firearm

ATF Control Number 202602324202 Internal Control Number

Submit in duplicate to: National Firearms Act Division
National Service Center, Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405

1. Type of Transfer: Tax Exempt
I believe that I am entitled to exemption from the payment of the Transfer Tax Imposed by section 5811 (26 U.S.C. Chapter 53) on the Firearm described herein for the following reason (See Instruction 2.B)
2a. Transferee's Full Legal Name and Full Address (Include trade name, if any) (See instruction 2.K)
EATONVILLE POLICE DEPARTMENT
11 People St.
Eatonville, FL 32751 United States
2b. County/Parish
Orange
3a. If Applicable: Decedent's Name, Address, and Date of Death

3b. Transferor's Name and Full Address (Include trade name, if any) (Executors: see instruction 2.K)
MOUNT DORA POLICE DEPARTMENT
1300 NORTH DONNELLY STREET MOUNT DORA, FLORIDA 32757 UNITED STATES

3c. Transferor's Telephone (area code and number) 352-735-7130
3d. E-Mail address bultrone@mountdora.gov
3e. Number, Street, City, State and ZIP Code of Residence (Or firearms business premises) If Different from Item 3a.

The above-named and undersigned transferor hereby makes application as required by Section 5812 of the National Firearms Act to transfer and register the firearm described below to the transferee.

4. Description of Firearm (Complete items a through i) (See instruction 2.N)
a. Name and Full Address of Maker, Manufacturer and/or Importer of Firearm MAVERICKS ARMS
b. Type of Firearm (See definitions I.C) SHORT BARRELED SHOTGUN
c. Caliber or Gauge 12
d. Model
Length (Inches) e. Barrel: 14 f. Overall: 32.625
g. Serial Number V0120682

h. Additional Description or Data Appearing on Firearm (Attach additional sheet if necessary)
i. Has the Firearm been Rendered Unserviceable as Defined in Definition I.M? (If "Yes", describe the method by which the firearm has been rendered unserviceable. Use additional sheets.)

5. Applicant's Federal Firearms License (if any) or Explosives License or Permit Number (Give complete 15-digit number) (See instruction 2.C)
6. Transferee's Special (Occupational) Tax Status (If any)
a. Employer Identification Number b. Class
8. Transferor's Special (Occupational) Tax Status (If any)
a. Employer Identification Number b. Class

7. Transferor's Federal Firearms License (If any)
First 6 digits 2 digits 2 digits 5 digits

Under Penalties of Perjury, I Declare that I have examined this application, and to the best of my knowledge, and belief it is true, correct and complete, and that the transfer of the described firearm to the transferee and receipt and possession of it by the transferee are not prohibited by the provisions of Title 18, United States Code, Chap 44; Title 26, United States Code Chap 53; or any provisions of State or local law.

9. Signature of Transferor (Or authorized official)
10. Name and Title of Authorized Official (Print or type) MICHAEL T. GIBSON CHIEF
11. Date 2/12/24

The Space Below is for the use of the Bureau of Alcohol, Tobacco, Firearms and Explosives

By Authority of The Director, This Application Has Been Examined, and the Transfer and Registration of the Firearm Described Herein and the Interstate Movement of that Firearm, When Applicable, to the Transferee are:

Approved (With the following conditions, if any)
Disapproved (For the following reasons)

Signature of Authorized ATF Official AUTHORIZED NFA DIVISION OFFICIAL
Date MAR 17 2026

ATTACHMENT #1

**LIMITED OFFICIAL USE ONLY // FEDERAL TAXPAYER INFORMATION
(When forms are filled out)**

20262378051



3/23/2026

PD: MOUNT DORA POLICE DEPARTMENT

1300 NORTH DONNELLY ST

MOUNT DORA, FL 32757

FORM 5

Trade Name: PD:EATONVILLE

Fiche Number: 03-26-05-0146

SN: R428635

**LIMITED OFFICIAL USE ONLY // FEDERAL TAXPAYER INFORMATION
(When forms are filled out)**

v2.1

Application for Tax Exempt Transfer and
Registration of Firearm

ATF Control Number	Internal Control Number
--------------------	-------------------------

Submit in duplicate to: **National Firearms Act Division
National Service Center, Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405**

<p>1. Type of Transfer: Tax Exempt I believe that I am entitled to exemption from the payment of the Transfer Tax Imposed by section 5811 (26 U.S.C. Chapter 53) on the Firearm described herein for the following reason (See Instruction 2.B)</p> <p><input type="checkbox"/> Firearm is unserviceable and is being transferred as a curio or ornament</p> <p><input checked="" type="checkbox"/> Firearm is being transferred to or from a Government Entity</p> <p><input type="checkbox"/> Firearm is being transferred to a lawful heir or by operation of law</p> <p><input type="checkbox"/> Other (Specify) _____</p>	<p>2a. Transferee's Full Legal Name and Full Address (Include trade name, if any) (See instruction 2.K)</p> <p>EATONVILLE POLICE DEPARTMENT 11 People St. Eatonville, FL 32751 United States</p> <p><input type="checkbox"/> Other Legal Entity <input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Government Entity</p> <p>2b. County/Parish Orange</p> <p>3a. If Applicable: Decedent's Name, Address, and Date of Death</p>
--	---

3b. Transferor's Name and Full Address (Include trade name, if any) (Executors: see instruction 2.K)

MOUNT DORA POLICE DEPARTMENT
1300 NORTH DONNELLY STREET MOUNT DORA, FLORIDA 32757 UNITED STATES

3c. Transferor's Telephone (area code and number) 352-735-7130	3d. E-Mail address bulltrone@mountdora.gov	3e. Number, Street, City, State and ZIP Code of Residence (Or firearms business premises) If Different from Item 3a.
---	---	---

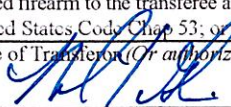
The above-named and undersigned transferor hereby makes application as required by Section 5812 of the National Firearms Act to transfer and register the firearm described below to the transferee.

4. Description of Firearm (Complete items a through i) (See instruction 2.N)			d. Model		
a. Name and Full Address of Maker, Manufacturer and/or Importer of Firearm SEE ADDITIONAL SHEETS	b. Type of Firearm (See definitions 1.C)	c. Caliber or Gauge	Length (Inches)	e. Barrel:	f. Overall:
			g. Serial Number		

h. Additional Description or Data Appearing on Firearm (Attach additional sheet if necessary)	i. Has the Firearm been Rendered Unserviceable as Defined in Definition 1.M? (If "Yes", describe the method by which the firearm has been rendered unserviceable. Use additional sheets.) <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

5. Applicant's Federal Firearms License (if any) or Explosives License or Permit Number (Give complete 15-digit number) (See instruction 2.C)				6. Transferee's Special (Occupational) Tax Status (If any)	
First 6 digits	2 digits	2 digits	5 digits	a. Employer Identification Number	b. Class
				8. Transferor's Special (Occupational) Tax Status (If any)	
				a. Employer Identification Number	b. Class

Under Penalties of Perjury, I Declare that I have examined this application, and to the best of my knowledge, and belief it is true, correct and complete, and that the transfer of the described firearm to the transferee and receipt and possession of it by the transferee are not prohibited by the provisions of Title 18, United States Code, Chap 44; Title 26, United States Code, Chap 53; or any provisions of State or local law.

9. Signature of Transferor (Or authorized official) 	10. Name and Title of Authorized Official (Print or type) MICHAEL T. GIBSON Police Chief
--	---

The Space Below is for the use of the Bureau of Alcohol, Tobacco, Firearms and Explosives

By Authority of The Director, This Application Has Been Examined, and the Transfer and Registration of the Firearm Described Herein and the Interstate Movement of that Firearm, When Applicable, to the Transferee are:

<input checked="" type="checkbox"/> Approved (With the following conditions, if any)	<input type="checkbox"/> Disapproved (For the following reasons)
--	--

Signature of Authorized ATF Official

AUTHORIZED NFA DIVISION OFFICIAL

Date
MAR 23 2026

ATTACHMENT #1

TRANSFEEE CERTIFICATION *(not completed by a Government Entity)*

12. Law Enforcement Notification *(See instruction 2.F)*

The transferee is to provide notification of the proposed acquisition and possession of the firearm described on this Form 5 by providing a copy of the completed form to the Chief Law Enforcement Officer in the agency identified below:

Agency or Department Name _____ Name and Title of Official _____

Full Address *(Street address or P.O. Box, City, State and ZIP Code) to Which Sent (Mailed or delivered)* _____

Information for the Chief Law Enforcement Officer

This form provides notification of the transferee's intent to acquire and possess a National Firearms Act (NFA) firearm. No action on your part is required. However, should you have information that may disqualify this person from acquiring or possessing a firearm, please contact the NFA Division at (304) 616-4500 or NFA@atf.gov.

13. Transferee Necessity Statement *(Do not complete if the transferee is a government agency) (See instruction 2.E)*

I, _____, have a reasonable necessity to possess the machinegun, short-barreled rifle, _____
(Name and Title of Transferee)
 short-barreled shotgun, or destructive device described on this application for the following reason(s) _____

and my possession of the device or weapon would be consistent with public safety (18 U.S.C. § 922(b) (4) and 27 CFR § 478.98).

Transferee Questions (complete only when transferee is an individual)

14. Answer questions 14.a. through 14.m. Answer questions 16-20, if applicable. For any "Yes" answer the transferee shall provide details on a separate sheet. *(See instruction 7.B and definitions)*

	Yes	No	
a. Do you intend to make any firearm listed on this form for sale or other disposition to any person described in questions 14.c. through 14.l. or a person described in question 14.m. who does not fall under an exception?	<input type="checkbox"/>	<input type="checkbox"/>	15. Photograph Affix a 2" x 2" Photograph here. No Stapling. Tape Sides of Photo to the Application. 1. Photo must have been taken within the last year. 2. Photo must have been taken in full face view without a hat or head covering that obscures the hair or hairline. 3. On back of photograph print full name, last 4 of Social Security Number <i>(SSN)</i> .
b. Do you intend to sell or otherwise dispose of any firearm listed on this form in furtherance of any felony or other offense punishable by imprisonment for a term of more than one year, a Federal crime of terrorism, or a drug trafficking offense?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? <i>(See definition 1.N)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Have you ever been convicted in any court for a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? <i>(See definition 1.N)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Are you a fugitive from justice? <i>(See definition 1.T)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
f. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance? Warning: The use or possession of marijuana remains unlawful under Federal law regardless of whether it has been legalized or decriminalized for medicinal or recreational purposes in the state where you reside.	<input type="checkbox"/>	<input type="checkbox"/>	
g. On or after the age of 16, have you ever been adjudicated as a mental defective OR have you ever been committed to a mental institution? <i>(See definition 1.O and 1.P)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
h. Have you been discharged from the Armed Forces under dishonorable conditions?	<input type="checkbox"/>	<input type="checkbox"/>	
i. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? <i>(See definition 1.Q)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
j. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? <i>(See definition 1.R)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
k. Have you ever renounced your United States citizenship?	<input type="checkbox"/>	<input type="checkbox"/>	
l. Are you an alien illegally or unlawfully in the United States?	<input type="checkbox"/>	<input type="checkbox"/>	
m.1. Are you an alien who has been admitted to the United States under a nonimmigrant visa?	<input type="checkbox"/>	<input type="checkbox"/>	
m.2. If "YES", do you fall within any of the exceptions stated in the instructions? Attach the documentation to the application	<input type="checkbox"/>	<input type="checkbox"/>	

16. If you are an alien, record your U.S.-Issued Alien or Admission number (AR#, USCIS#, or I94#): _____

17. Have you been issued a Unique Personal Identification Number (UPIN)? *(See instructions 2.H)* Yes No If yes, please provide _____

18. Social Security Number: *(SSN)* *(See Instructions 2.H)* _____ Date of Birth: _____

19a. Ethnicity Hispanic or Latino Not Hispanic or Latino

19b. Race American Indian or Alaska Native Black or African American White Asian Native Hawaiian or Other Pacific Islander

20a. Country of Citizenship: *(Check/List more than one, if applicable. Nationals of the United States may check U.S.A.) (See definition 1.S)*

United States of America Other Country/Countries *(Specify):* _____

ATTACHMENT #1

20b. State of Birth

20c. Country of Birth

CERTIFICATION: Under penalties imposed by 18 U.S.C. § 924 and 26 U.S.C. § 5861, I certify that, upon submission of this form to ATF, a completed copy of this form will be directed to the Chief Law Enforcement Officer (CLEO) shown in item 12, that the statements, as applicable, contained in this certification, and any attached documents in support thereof, are true and correct to the best of my knowledge and belief. NOTE: See instructions 2.D(2) and 2.D(3) for the items to be completed depending on the type of transferee.

Signature of Transferee

Date

21. Number of Responsible Persons (See definitions) associated with the transferee trust or legal entity

22. Provide the full name (printed or typed) below for each Responsible Person associated with the applicant trust or legal entity (if there are more Responsible Persons than can be listed on the form, attach a separate sheet listing the additional Responsible Person(s)). Please note that a completed Form 5320.23, National Firearms Act (NFA) Responsible Person Questionnaire, must be submitted with the Form 5 application for each Responsible Person.

Full Name

Full Name

Three horizontal lines for entering full names.

Three horizontal lines for entering full names.

Important Information for Currently Registered Firearms

If you are the current registrant of the firearm described on this form, please note the following information. Please email NFAFAX@ATF.GOV or call 304-616-4500 for assistance with any of the actions within this section.

Estate Procedures: For procedures regarding the transfer of firearms in an estate resulting from the death of the registrant identified in item 2a, the executor should contact the NFA Division, National Service Center, Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405 or contact via email at NFAFAX@ATF.GOV or call 304-616-4500 for additional assistance.

Change of Address: Unless currently licensed under the Gun Control Act, the registrant shall notify the NFA Division, National Service Center, Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405, in writing, of any change to the address in item 2a.

Change of Description: The registrant shall notify the NFA Division, National Service Center, Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405, in writing, of any change to the description of the firearm(s) in item 4.

Interstate Movement: If the firearm identified in item 4 is a machinegun, short-barreled rifle, short-barreled shotgun, or destructive device, the registrant may be required by 18 U.S.C. § 922(a)(4) to obtain permission from ATF prior to any transportation in interstate or foreign commerce. ATF Form 5320.20 can be used to request this permission.

Restrictions on Possession: Any restriction (See approval block on face of form) on the possession of the firearm identified in item 4 continues with the further transfer of the firearm.

Persons Prohibited from Possessing Firearms: If the registrant becomes prohibited from possessing a firearm, please contact the NFA Division for procedures on how to dispose of the firearm.

Proof of Registration: A person possessing a firearm registered as required by the NFA shall retain proof of registration which shall be made available to any ATF Officer upon request.

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA APPROVING THE DISPOSAL OF SURPLUS ASSETS WITH NO COMMERCIAL VALUE VIA DONATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City's Police Department maintains assets including various types of items and equipment; and

WHEREAS, the City has determined that certain items and equipment previously used by the City's Police Department are no longer needed for City purposes, that there is no commercial value associated with these items, and that it is necessary to dispose of same as they have exceeded their useful life; and

WHEREAS, the City has replaced the necessary assets to meet the Police Department's daily operational needs; and

WHEREAS, per the City's Code, surplus property with no commercial value may be donated; and

WHEREAS, the City has determined that it is in the best interest of the citizens of the City of Mount Dora to donate the surplus property identified herein to Eatonville Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Declaration of Assets as Surplus and Authorization for Donation.

A. The assets set forth in **Exhibit "A"** have no commercial value and are hereby declared as surplus property which is no longer needed for City purposes.

B. The City Manager is hereby authorized to arrange for donation of same to Eatonville Police Department and to execute and attest any and all documents necessary to effectuate the disposal of such surplus property on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the surplus property declaration and direction as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of June, 2026.

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

EXHIBIT “A”

Ten Mossberg 590A1 12 Gauge Shotguns

1. Mossberg 590A1 12-gauge shotgun Serial Number # V0120682
2. Mossberg 590A1 12-gauge shotgun Serial Number # T822542
3. Mossberg 590A1 12-gauge shotgun Serial Number # V0126628
4. Mossberg 590A1 12-gauge shotgun Serial Number # T822538
5. Mossberg 590A1 12-gauge shotgun Serial Number # T103902
6. Mossberg 590A1 12-gauge shotgun Serial Number # R428635
7. Mossberg 590A1 12-gauge shotgun Serial Number # T822996
8. Mossberg 590A1 12-gauge shotgun Serial Number # T993405
9. Mossberg 590A1 12-gauge shotgun Serial Number # T874397
10. Mossberg 590A1 12-gauge shotgun Serial Number # T874828



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

DATE: June 2, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: Landfill Litigation

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:

Attachment(s):

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



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

DATE: June 2, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: Witherspoon Lodge

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:

Attachment(s):

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

