



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
July 7, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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

UPCOMING MEETING DATES

1. Monday, July 20, 2026, 6:00 p.m., Budget Workshop: Governmental Funds; Internal Services
2. Tuesday, July 21, 2026, 6:00 p.m., Regular Session
3. Tuesday, August 4, 2026, 6:00 p.m., Regular Session
4. Tuesday, August 18, 2026, 6:00 p.m., Regular Session
5. Monday, August 24, 2026, 6:00 p.m., Final Budget Workshop: Overall Budget

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: July 7, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: Proclamation Parks and Recreation Month

Introduction:

This is a request for the City Council to read into the record a proclamation recognizing July 2026 as Parks and Recreation Month in the City of Mount Dora.

Discussion:

Parks and recreation services are an essential part of the quality of life in Mount Dora. The City's parks, trails, waterfront facilities, recreational programs, and natural areas provide opportunities for residents and visitors to stay active, connect with nature, participate in community events, and enjoy the unique character of Mount Dora.

Each July, Parks and Recreation Month recognizes the important role parks and recreation professionals play in maintaining public spaces, preserving natural resources, providing recreational opportunities, supporting health and wellness, and enhancing the overall quality of life within the community. Parks and recreation services contribute to economic vitality, tourism, environmental stewardship, and community engagement while providing recreational opportunities for all ages.

The attached proclamation recognizes July 2026 as Parks and Recreation Month in the City of Mount Dora and encourages residents to visit local parks, participate in recreational programs and events, explore the City's waterfront and trail system, and recognize the contributions of the Parks and Recreation staff, volunteers, and community partners who help make these amenities possible.

Budget Impact:

There is no budget impact associated with this item.

Strategic Impact:

This proclamation supports the City of Mount Dora Strategic Plan FY 2025-2030, Strategic Initiative 4 – Provide High-Quality Services, specifically Goal 12: Provide high-quality programs to benefit all age groups through Parks and Recreation, the Northeast Resource and Recreation Center, and the Library.

Recognition of Parks and Recreation Month reinforces the City's commitment to providing accessible parks, recreational programs, community events, and public spaces that promote health, wellness, active lifestyles, and community engagement for residents of all ages. The proclamation also supports Objective 12.3 by encouraging participation in recreational opportunities that serve diverse populations and provide affordable, inclusive programming throughout the community.

This recognition highlights the important role parks and recreation services play in enhancing quality of life, fostering community connections, and supporting the City's vision of delivering exceptional services and amenities to residents and visitors.

Recommendation:

The Mayor read the proclamation into the record.

Attachment(s):

1. Proclamation Parks and Recreation Month 2026
2. NRPA'S PARK AND RECREATION MONTH

Prepared by: Kimberly LaFlamme, Deputy City Clerk

Reviewed by:

Jennifer Schwarz, Deputy Director of Parks and Recreation

Troy Shonk, Parks & Recreation Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/11/2026

Approved - 6/16/2026

Approved - 6/18/2026

Final Approval - 6/18/2026



PROCLAMATION

WHEREAS, Parks and Recreation is an integral part of communities throughout this country, including the City of Mount Dora; and

WHEREAS, Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and

WHEREAS, Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, Park and Recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW, THEREFORE, I, James L. Homich, as Mayor of the City of Mount Dora, Florida, have the distinct honor of proclaiming the month of July 2026 as **Parks and Recreation Month** in the City of Mount Dora and encourage all residents to celebrate by visiting our local parks, participating in recreational programs, and recognizing the vital contributions of the dedicated professionals who maintain and program these spaces.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Mount Dora to be affixed this 7th day of July, 2026.

James L. Homich, Mayor

NRPA'S PARK AND RECREATION MONTH

THE POWER OF PARKS AND RECREATION



CONNECTION

PLAY

COMMUNITY

NATURE

BELONGING

WELL-BEING



NATIONAL RECREATION
AND PARK ASSOCIATION
July 7, 2026 City Council Regular Session Agenda Packet

www.nrpa.org/july

Presented by



Sponsored by





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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Mount Dora Fire Department's application for the FEMA Fire Prevention and Safety Grant

Introduction:

This is a request for City Council to ratify the Fire Department's application for the FEMA Fire Prevention and Safety Grant to purchase a Fire Safety Simulator Trailer.

Discussion:

The Fire Safety Simulator Trailer would strengthen the Fire Department's Community Risk Reduction (CRR) Program by providing residents with realistic, hands-on fire and life safety education in a controlled environment. The simulator provides all-ages programming, interactive hazard props, and immersive learning systems that allow participants to practice hazard recognition, safe responses, and emergency decision-making beyond a traditional classroom setting.

Budget Impact:

The estimated project cost is \$267,995.50, including delivery. The grant application request is for up to \$275,000. The grant is anticipated to be 95% federally funded, with a 5% local match. Based on a \$275,000 grant request, the estimated local match would be up to \$13,750. The Fire Department has an established fund at the Mount Dora Community Trust for this project, which would allow private assistance to fund the match. No additional City funds are requested at this time.

Strategic Impact:

A new Fire Safety Simulator Trailer will further the Department's mission of making the City of Mount Dora a safer and better place to live, work, and play.

Strategic Initiative 4: Provide High-Quality Services

Provide high-quality services that sustain a vibrant, safe, and healthy community.

Goal 11: Ensure an exceptional level of public safety services.

Strategic Initiative 5: Invest in Fiscal and Human Resources

Build a resilient foundation for enhanced financial performance and organizational excellence.

Goal 13: Identify and seek alternative funding sources.

Recommendation:

City Council ratify the Fire Department application for the FEMA Fire Prevention and Safety Grant. If awarded, the grant agreement will be brought back to City Council for consideration and approval before acceptance.

Attachment(s):

1. Attachment #1 FIRE SAFETY SIMULATOR FLYER
2. Attachment #2 Estimated Purchase Cost (28FSS-MDFL.2)

Prepared by: HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator

Reviewed by:

Joseph Hightower, Fire Chief

Approved - 6/18/2026

Matthew Dodson, Budget Officer

Approved - 6/18/2026

Jennifer Gates, Finance Director

Approved - 6/18/2026

City Attorney, City Attorney

Approved - 6/30/2026

Jeanann Hand, City Clerk

Approved - 6/30/2026

Vince Sandersfeld, City Manager

Final Approval - 6/30/2026

FIRE SAFETY SIMULATOR

HANDS-ON LEARNING DESIGNED BY FIREFIGHTERS



JHB-FSS-27 Fire Safety Simulator

The most advanced fire safety education unit featuring all-ages programming, interactive hazard props and immersive learning systems.



FULLY CUSTOMIZABLE

Our simulators are designed and built for your needs including; size, theme, branding and other innovative options.



FIRE EXTINGUISHER TRAINING

Innovation that brings the training to life without placing the individual in harm's way



ACCESSIBILITY

Easy wheelchair access with low profile rear ramp, two foot extension, torsion axles and zero thresholds.



INTERACTIVE SAFETY ACTIVITIES

Interactive hazard props including Kitchen, Bedroom, BBQ Grill, Industrial and other Multidimensional Hazard Props.



TABLET CONTROL

Control lighting, operate awnings and monitor cameras remotely with the use of an iPad.



1-PERSON SETUP AND OPERATION

Designed with the operator in mind, the trailer includes an XO ratchet jack set up, tablet control system, and CCTV cameras.



EASY TOWING

Short overall length and lighter weight, all-aluminum construction makes for easy towing.



ADVANCED SOLAR CHARGING

On-board solar charging system, so you're never without power.

FIRE SAFETY SIMULATOR

HANDS-ON LEARNING DESIGNED BY FIREFIGHTERS



ACTIVITY AREA - FRONT

KITCHEN

- OVEN FIRE - POT ON STOVE - SMOKING TOASTER
- HAZARD CABINET - WATER & GAS SHUTOFF
- ELECTRICAL BREAKERS



ACTIVITY AREA - MIDDLE

BEDROOM HAZARDS

- FLICKERING LAMP - ILLUMINATED WINDOWS
- HEATED DOOR WITH SMOKE & FIRE EFFECT
- KIDS BED - SEVERE WEATHER SIMULATOR (OPTIONAL)



LAUNDRY ROOM

- WASHER/DRYER - UNATTENDED IRON
- ILLUMINATED WINDOWS - KID'S BED
- HEATED DOOR WITH SMOKE & FIRE EFFECT
- SEVERE WEATHER SIMULATOR (OPTIONAL)



ACTIVITY AREA - REAR

ALL AGES FORCIBLE ENTRY

- 911 PHONE - PULL STATION
- RECRUITMENT CAPABILITY
- ALL AGES FORCIBLE ENTRY PROP



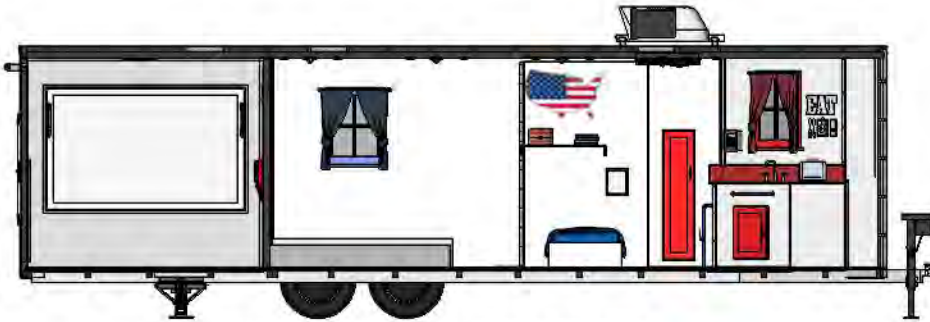
BBQ GRILL & UTILITIES

- 911 PHONE - PULL STATION
- IMMERSIVE BBQ GRILL
- PROPANE PROP - GAS SHUTOFF
- ARC & SPARK PANEL - TV WITH SAFETY VIDEOS



FIRE SAFETY SIMULATOR

HANDS-ON LEARNING DESIGNED BY FIREFIGHTERS



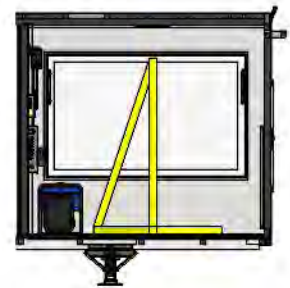
PASSENGER SIDE INTERIOR with BEDROOM OPTION



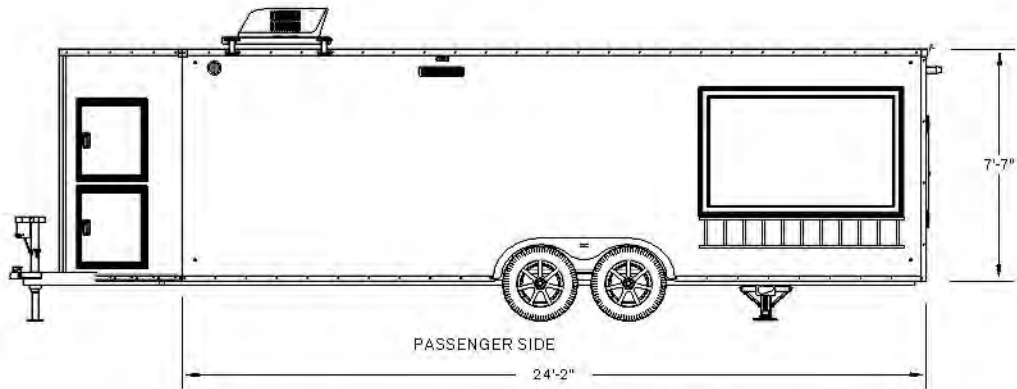
LAUNDRY ROOM OPTION



DRIVER SIDE INTERIOR with INDUSTRIAL / BBQ OPTION



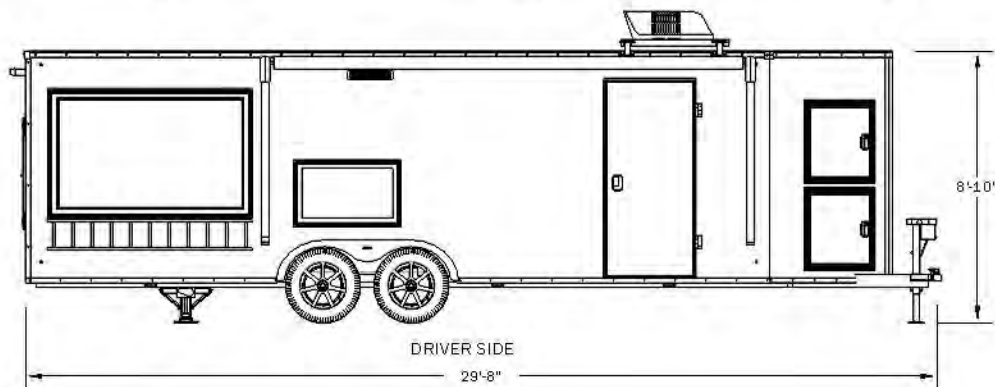
FORCIBLE ENTRY PROP OPTION



PASSENGER SIDE

24'-2"

7'-7"



DRIVER SIDE

29'-8"

8'-10"

JHB Group, Inc.

8104 N Solon Rd
 Solon Mills, IL 60071-8038 US
 team@jhbgroup.org
 www.JHBGroup.org



Estimate

| | | | |
|---|---|--|--|
| ADDRESS Mount Dora Fire Dept. 510 N Baker St. Mount Dora, FL 32757 | SHIP TO Mount Dora Fire Dept. 510 N Baker St. Mount Dora, FL 32757 | ESTIMATE DATE EXPIRATION DATE | 28FSS-MDFL.2 05/28/2026 06/30/2026 |
|---|---|--|--|

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---|-----|------------|------------|
| | Fire Safety Simulator - 28FT Configuration 26 | 1 | 201,889.50 | 201,889.50 |
| | Fire Safety Simulator- 28FT Trailer 26 | 1 | 161,847.55 | |
| | Aluminum Tube Construction | 1 | 0.00 | |
| | Cross Members 16 O/C | 1 | 0.00 | |
| | Roof - One Piece Aluminum | 1 | 0.00 | |
| | 3/4 Width Aluminum Ramp with 36" ATP | 1 | 0.00 | |

Extension. 2000# Max Load.

| | | | |
|--|---|---|----------|
| Aluminum Hinge Gap Cover | Aluminum Hinge Gap Cover | 1 | 0.00 |
| Insulation - Reflective Bubble | Insulation - Reflective Bubble | 1 | 0.00 |
| G-Floor Vinyl Flooring | G-Floor Vinyl Flooring | 1 | 0.00 |
| DOT Lighting Package | DOT Lighting Package | 1 | 0.00 |
| 5200# Torsion Axle with EZ Lube Hubs & Electric Brakes | 5200# Torsion Axle with EZ Lube Hubs & Electric Brakes | 2 | 0.00 |
| 2 5/16" Coupler | 2 5/16" Coupler | 1 | 0.00 |
| PolyCor AP- 28 Exterior - 26 | JHB-PSP-POLY27 Poly-Cor AP is structurally designed to prevent oil canning even in extreme temperatures, and has a polyester paint that can be easily cleaned with standard household cleaning products. Poly-Cor AP makes for a cooler, brighter, quieter and better looking trailer. | 1 | 5,900.00 |
| 2000# Electric Tongue Jack | 2000# Electric Tongue Jack | 1 | 0.00 |
| Lippert High-Speed Power Stabilizer Jack | Lippert High-Speed Power Stabilizer Jack | 1 | 0.00 |
| ST225/75R15/LRE Premium Aluminum Wheels | Tire/Wheel: ST225/75R15/LRE Premium Aluminum Wheels | 4 | 0.00 |
| ADAAccessibility | ADAAccessibility with full width rear ramp, hinge gap cover and zero thresholds. | 1 | 0.00 |
| 3/8 Plywood with FRP Walls | 3/8 Plywood with FRP Walls | 1 | 0.00 |
| Premium Power Roof Vent with MaxxVent Cover | Premium Power Roof Vent with MaxxVent Cover | 1 | 0.00 |
| 2.5# Fire Extinguisher | 2.5# Fire Extinguisher | 1 | 0.00 |
| Smoke/CO Detector | Smoke/CO Detetcor | 1 | 0.00 |
| Electric - 12v Master Power Switch | Electric - 12v Master Power Switch 30amp Shoreline Connector Heavy Duty AGM Batteries (3) 200w Solar Charging System with Controller Go Power IC 3000 High Capacity Inverter/Charger Compartment Vent System with Thermostat 12v Master Power Switch 30amp Electrical Panel Battery Disconnect 12v Fuse Panel Power Distribution System | 1 | 0.00 |

| | | | |
|---|---|---|-----------|
| Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity | Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity | 3 | 0.00 |
| Solar Charging System | (2)100w Solar Charging Panel. Smart Solar Charging Controller. Heavy Duty Solar Cables. | 1 | 0.00 |
| Scene and Ground Lighting Package | Scene and Ground Lighting Package. (2) Tecniq D16 Scene Lights (4) Tecniq E10 Ground Lights | 1 | 0.00 |
| JHB Non-Penetrating Roof Mounting System | Exclusive! JHB Non-Penetrating Roof Mounting System. All communication and antennas are mounted on floating bracket system with no roof penetration to remove concerns for longterm leaking. | 1 | 0.00 |
| Air Condition 14,000BTU 26 | Air Condition 14,000BTU | 1 | 0.00 |
| 6800-Watt Dual Fuel 120V/240V Electric Start Gas-Powered Portable Inverter Generator 26 | JHB-FSS-GEN68: 6800-Watt Dual Fuel 120V/240V Electric Start Gas-Powered Portable Inverter Generator. Dual-fuel engine runs on both gasoline (6800 surge watts, 5100 rated watts) and propane (6000 surge watts, 4500 rated watts) Includes fuel shut-off to help limit maintenance, onboard wheels, a telescoping pull handle, one I14-30r 120v/240v receptacle, two 33-prong 120v receptacles, 1 tt-30r rv receptacle, one 12v dc receptacle, two 5v usb ports, a voltage selector switch, a tool-free lpg quick-connector, a 6 ft. long lpg regulator hose, and a 3-year warranty. | 1 | 0.00 |
| Power Awning - 16ft Power Awning with Weatherguard | Power Awning - 16ft Power Awning with Weatherguard | 1 | 0.00 |
| Swivel Rear Skid Bogie Wheel | Swivel Rear Skid Bogie Wheel | 2 | 0.00 |
| 3M Commercial VHB Tape | 3M Commercial VHB Tape | 1 | 0.00 |
| Insulation - Reflective Bubble | Insulation - Reflective Bubble | 1 | 0.00 |
| Trailer Color | Trailer Color : RED | 1 | 0.00 |
| Wi-Fi Tablet Control System - JHB Proprietary 26 | JHB-COM-ELAN : JHB Group proprietary tablet control system. iPad. Heavy-Duty Protective Case. Magnet Mounting. Custom Control System. Remote Camera Viewing. Remote Trailer Controls. | 1 | 10,211.25 |
| XO Ratchet Jack | JHB-OPT-XOJ - Ark Dual Wheel Ratchet Jack | 1 | 430.80 |

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|---|--|---|----------|----------|
| Exterior TV Compartment with 37in LED TV 26 | JHB-OPT-39EXT Custom Exterior TV Compartment with 37in LED Smart TV. 110V Outlet. HDMI Input. Wall Mount Bracket. | 1 | 2,398.00 | |
| Fire Safety Props - Bedroom 26 | Fire Safety Props: Bedroom - Children's bed. Flickering lamp on nightstand with outlet. ADA movable wall. Illuminated window with custom imagery. | 1 | 0.00 | |
| Fire Safety Props- Kitchen 26 | Fire Safety Props: Kitchen - Oven fire with shutoff. Pot on stove with smoke and flame effects. Toaster with smoke and flame effect. Electrical breaker box. Gas shut off. Water shut off. Illuminated window with custom imagery. Hazardous chemicals cabinets under sink with child safety lock demo. | 1 | 0.00 | |
| Fire Safety Props - Heated Door with Smoke and Fire Effect 26 | Fire Safety Props - Heated Door with Smoke and Fire Effect. Low voltage heated door element. Door alarm with silence button. Smoke and fire effect. Laundry basket with cloths. | 1 | 0.00 | |
| FSS-BBQ, Utility and CERT Preparedness Training Package 26 | JHB-FSS-BBQ Flammable liquids cabinet with TV and preloaded training videos, arc and spark electrical panel, static electrical meter, lock-out tag-out box, static residential gas meter with gas valve, static fire sprinkler head and JHB Group's Proprietary BBQ grill hazard simulator with smoke and fire effect, propane shutoff(Integrates with FiAR). Upgrade from Forcible Entry Prop on Fire Safety Simulator. | 1 | 9,650.30 | |
| Shake Rattle Roll - Severe Weather Simulation 26 | JHB-FSS-SVRWTH : Shake, Rattle and Roll Severe Weather System featuring 4 types of weather emergencies with special lighting, sound and vibration effects. Only available with Fire Safety Simulators (JHB-FSS-27). | 1 | 9,992.60 | |
| JHB's Command Rack System 26 | JHB-PSP-CMRK: JHB's Command Rack System: All aluminum construction with non-penetrating roof mount system and universal mounting holes for antennas, lights, storage and more. Power coated finish. | 1 | 1,459.00 | |
| ResponseMesh - CEL | ResponseMesh - CEL Package | 1 | 2,445.00 | 2,445.00 |
| ResponseMesh CEL.ANT | ResponseMesh CEL for Peplink Cellular Router with L-Mount Kit for Mobility 42G. IP67 enclosure that allows you to minimize cable loss by installing your router directly into the antenna enclosure. Retain maximum signal gain by connecting the Antenna C to the rest of your network with an ethernet cable. | 1 | 2,445.00 | |

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|---|--|---|-----------|-----------|
| Peplink MAX BR1 MINI 5G HW3 Mobile Router w/ WiFi (x62) | JHB-RMESH-BR1MINI Peplink MAX BR1 MINI 5G HW3 Mobile Router w/ WiFi (x62): 1x 5G X62 Series Cellular Modem 1x WAN Port * 2x LAN Ports (3 with assignable WAN to LAN) 1 Year of SpeedFusion Connect Protect WAN Bonding + 500GB of data transfer (single cellular device can bond cellular WAN with WAN ethernet devices*) WiFi-as-WAN Functionality* | 1 | 0.00 | |
| Universal Access Inclusivity System | The Universal Access Suite is a comprehensive upgrade package for your fire safety simulator, designed to transform standard drills into inclusive, life-saving experiences. By integrating assistive technologies—from tactile wayfinding to sensory-friendly zones—this package ensures that first responders and civilians alike are prepared for real-world scenarios where "one size fits all" simply doesn't apply. -Bed shakers for individuals who are deaf or hard of hearing -Strobe light/high-intensity flashing smoke detectors -Tactile maps and Braille signage for escape routes - Low-profile door thresholds and wide entryways for wheelchair accessibility -Visual emergency notification systems (text-based displays) -Auditory wayfinding beacons for low-visibility smoke conditions -Voice-announcement fire alarms with clear instructions -Sensory-friendly 'quiet zones' for neurodivergent individuals during drills | 1 | 18,882.00 | 18,882.00 |
| Custom Graphics Package – 51-100% Total Surface Coverage. 26 | JHB-ART-GHFL: Custom Graphics Package – Complete Graphics Package with custom design, 3M printed vinyl and installation. | 1 | 15,758.00 | 15,758.00 |
| FiAR Fire Extinguisher Training System V2 | JHB-ARVR-FIARV2 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers, Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare Shear Pins, Quickstart Magnets, Manuals and Training Video. | 1 | 20,568.00 | 20,568.00 |
| FiAR V2 - Augmented Reality Fire Extinguisher Training System | JHB-ARVR-FIARV2.226 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers, Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare | 1 | 16,671.00 | |

| | | | | |
|---|--|---|----------|----------|
| | Shear Pins, Quickstart Magnets, Manuals and Training Video. | | | |
| FiAR Fire Extinguisher Bluetooth Handle V2 | FIAR handcrafted extinguisher tank handle, including rechargeable wall adapter. | 1 | 0.00 | |
| FiAR Fire Extinguisher 10# Tank | Red aluminum 10lb fire extinguisher tank. | 1 | 0.00 | |
| FiAR Fire Extinguisher Apple 12.9-inch iPad Pro (Lidar) | Apple 12.9-inch iPad Pro (Lidar) with hardware. FiAR's iOS Software with lifetime subscription to updates. Includes stock iPad charging cable. (USB-C) | 1 | 0.00 | |
| FiAR Fire Extinguisher Floor Stand | FiAR Fire Extinguisher Floor Stand | 1 | 0.00 | |
| FiAR Fire Extinguisher Nozzle | FiAR Fire Extinguisher Nozzle | 1 | 0.00 | |
| FiAR Fire Extinguisher Pelican Travel Case with Wheels | FiAR Fire Extinguisher Pelican Travel Case with Wheels | 1 | 0.00 | |
| FiAR Fire Extinguisher Spare Shear Pins | JHB-ARVR-SHPN -FiAR- Spare Shear Pins - 2dz | 1 | 9.00 | |
| FiAR Fire Extinguisher Training System Manual | FiAR Fire Extinguisher Training System Manual and User Guide | 1 | 0.00 | |
| FiAR Fire Extinguisher 10# Tank | Red aluminum 10lb fire extinguisher tank. | 1 | 0.00 | |
| FiAR V2 Mini 5# System- Upgrade Kit Only | JHB-ARVR.MNUP.226 - Upgrade Kit Only 5# FiAR Fire Extinguisher Tank iPad Mini Charger | 1 | 3,888.00 | |
| Transport Prep & On-Site Training | Onsite training at customer location. Included: 4 hour of hands-on training for up to 8 personnel. Additional virtual training and online training videos also included. | 1 | 2,250.00 | 2,250.00 |

Tax Not Included. Delivery Included.

| | |
|----------|---------------------|
| SUBTOTAL | 261,792.50 |
| TAX | 0.00 |
| SHIPPING | 6,203.00 |
| ----- | |
| TOTAL | \$267,995.50 |

Accepted By

Accepted Date



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Memorandum of Understanding for the School Resource Officer Program between the Mount Dora Christian Academy and the City of Mount Dora

Introduction:

This is a request for Council to approve the Memorandum of Understanding between the City of Mount Dora and Mount Dora Christian Academy for the continuation of the School Resource Officer Program for the 2026–2027 school year.

Discussion:

The Mount Dora Police Department is committed to providing a safe environment in schools within the City of Mount Dora. The Department currently places a School Resource Officer (SRO) at Mount Dora Christian Academy to provide law enforcement presence, safety support, and student engagement during the regular school schedule and at approved school activities.

Mount Dora Christian Academy has requested the continuation of the School Resource Officer Program for the 2026–2027 school year. Under the proposed agreement, the City will assign one sworn City of Mount Dora Police Officer to serve as the SRO at Mount Dora Christian Academy’s Mount Dora campus. The term of the agreement begins August 10, 2026, and continues through the last day of school for students in May 2027.

The SRO Program provides several benefits to the school community, including enhanced campus safety, proactive prevention and response to potential threats, improved coordination during emergencies, and positive relationship-building between law enforcement, students, staff, and families. The SRO also serves as a resource for students and school administrators, assists with traffic and campus safety, supports required school safety efforts, and helps connect students and families with appropriate resources when needed.

Mount Dora Christian Academy will reimburse the City of Mount Dora for the exact services rendered for the portion of the salary and benefits of the SRO directly attributable to services

performed under the agreement. Reimbursement will be invoiced monthly beginning September 1, 2026, for services rendered beginning August 10, 2026, and will continue monthly through the end of the agreement term.

Budget Impact:

The estimated annual salary and benefits of a typical Level 7 Police Officer is \$108,128.35. MDCA has agreed to reimburse the City of Mount Dora an estimated \$78,185.11. The difference between the estimated salary and benefits and the estimated reimbursement is \$29,943.24. These expenses are incorporated into the existing FY25-26 budget & proposed FY26-27 budget, no new positions will be created. Any additional approved services or assignments may result in additional reimbursement consistent with the agreement.

Strategic Impact:

The continuation of the School Resource Officer Program at Mount Dora Christian Academy supports the City’s commitment to public safety, community partnership, and high-quality service delivery. The program enhances school safety, strengthens emergency preparedness, supports prevention efforts, and promotes positive engagement between law enforcement and the community.

Strategic Initiative 4: Provide High Quality Services

Recommendation:

City Council approve the Memorandum of Understanding between the City of Mount Dora and Mount Dora Christian Academy to provide School Resource Officer services for the 2026–2027 school year.

Attachment(s):

1. Mount Dora Christian.City of Mount Dora SRO MOU 2026.2027

Prepared by: Michael Gibson, Chief of Police

Reviewed by:

Michael Gibson, Chief of Police

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/17/2026

Approved - 6/18/2026

Approved - 6/18/2026

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026

**AGREEMENT BETWEEN THE MOUNT DORA CHRISTIAN ACADEMY,
AND THE CITY OF MOUNT DORA, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2026 - 2027]**

This **AGREEMENT** is entered into by and between the **City of Mount Dora**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **Christian Home & Bible School, Inc. d/b/a Mount Dora Christian Academy, a Florida not for profit corporation**, hereinafter referred to as “MDCA”.

WITNESSETH:

WHEREAS, the MDCA is seeking one (1) School Resource Officer (SRO) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community, children’s home, and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place one (1) **City of Mount Dora** Police Officer at **MDCA’s Mount Dora campus** for the purpose of carrying out this program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn **City of Mount Dora** Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to MDCA to act as SRO at MDCA’s Mount Dora campus located at 301 West 13th Avenue, Mount Dora, Florida, and the surrounding properties owned by MDCA or its affiliates (the “MDCA Campus”) under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 10th day of August 2026 through the last day of school for students in May 2027. Upon MDCA’s request, LAW ENFORCEMENT AGENCY will make the SRO available before August 6th for preparation, training, and/or pre-school year planning purposes.

2. Compensation. The MDCA will pay the **City of Mount Dora** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO directly attributable to services performed provided pursuant to the terms of this Agreement.

Such compensation shall be invoiced to MDCA by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on the 1st day of September 2026 for services rendered beginning August 10, 2026 (or such earlier date as requested by MDCA) and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the MDCA within fifteen (15) days of receipt.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for MDCA's Campus. The SRO shall interact with students and provide security at MDCA Campus. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to MDCA that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide MDCA with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless MDCA, its directors, board members, officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the MDCA under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement. The LAW ENFORCEMENT AGENCY

shall provide a notice of the assigned SRO to MDCA. In the event that MDCA believes that the particular SRO is not effectively performing his/her duties and responsibilities, MDCA shall contact the SRO's immediate supervisor in writing. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor and MDCA within ten (10) days, or if, during the same contract period, MDCA determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then MDCA shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event MDCA considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, MDCA will immediately notify the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with MDCA. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at MDCA's Campus for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by MDCA and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by MDCA. If the additional hours worked requires additional compensation be paid to

the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the MDCA.

10. Off Campus Assignments. Upon the request of MDCA and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at MDCA's Campus to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain an employee of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SRO will report to MDCA for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours per two-week period. The SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for the SRO if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to

MDCA's VP of Finance and Operations, or his or her designee, who shall report the acts to the SRO.

- B. If requested by MDCA, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to MDCA's Director of Security, and MDCA's VP of Finance & Operations to properly document the disposition of the incident. Additionally, MDCA's VP of Finance & Operations, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

| | |
|----------------------------|--|
| MDCA: | Mount Dora Christian Academy Attn: Charles W Marcussen, VP of Finance & Operations/CFO 301 West 13 th Avenue Mount Dora, FL 32757 |
| LAW ENFORCEMENT AGENCY: | Chief of Police City of Mt. Dora Police Department 1300 N. Donnelly Street Mount Dora, FL 32757 |

Upon termination pursuant to this subsection, payment will be made by MDCA or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination. Either party may change the addressee given above by providing written notice to the other party.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“MDCA”

**CHRISTIAN HOME & BIBLE SCHOOL, INC.
d/b/a MOUNT DORA CHRISTIAN
ACADEMY,**

By: 
Charles Marcussen, VP of Finance &
Operations/CFO

Date: 6/10/2020

Attest:  President
Signature / Title

“LAW ENFORCEMENT AGENCY”

CITY OF MOUNT DORA, FLORIDA

By: _____
James L. Homich, Mayor

Date: _____

Approved as to form:

Attest: _____
Signature / Title

City of Mount Dora Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SRO, the SRO shall have the following specific duties and responsibilities:

1. The SRO shall at all times perform his/her duties in accordance with City of Mount Dora Police Department's standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. The SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Mount Dora Police Officers while assigned to the SRO program.
5. The SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of MDCA's VP of Finance & Operations or his/her designee.
6. The SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with MDCA's VP of Finance & Operations or his/her designee and each SRO's supervisor. The SRO supervisor will assure that MDCA has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The MDCA's VP of Finance & Operations or his/her designee shall advise the Officer's supervisor of the school's calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and MDCA's VP of Finance & Operations, or his/her designee. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. Upon MDCA's request, the SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, MDCA's VP of Finance & Operations shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform MDCA's VP of Finance & Operations of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise MDCA's VP of Finance & Operations before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to MDCA.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act (“FERPA”).

SRO/D Budget Data
2025-26

Agency Name

| Officer / Deputy Name | Agency Name | Rank | Annual Hours | Hourly Rate of Pay | Total Annual Salary | OT | FICA | Pension / Retirement | Medical Insurance | Life Insurance | Worker's Comp | Total Annual Cost | Reimbursable (188 days of salary) |
|-----------------------|------------------------------|-----------------|--------------|--------------------|---------------------|----|----------|----------------------|-----------------------------------|----------------|---------------|-------------------|--------------------------------------|
| SRO | Mount Dora Christian Academy | Officer-level 7 | 2080 | 33.85 | 70,408.00 | \$ | 6,853.15 | \$ | 8,248.86 | \$ | 2,267.14 | \$ | 78,185.12 |
| | | | | | | | | | 11,112.00 | \$ | 3,422.00 | \$ | 108,128.35 |
| | | | | | | | | | Everything this color was updated | | | | \$ |
| | | | | | | | | | 260 | | | | 5 days a week times 52 weeks |
| | | | | | | | | | 188 | | | | Amount of reimbursable days |
| | | | | | | | | | \$ | 415.88 | | | Daily costs of Officer |
| | | | | | | | | | \$ | 76,185.12 | | | Daily cost of Officer times 188 days |
| | | | | | | | | | \$ | 72,307.69% | | | Percentage of salary reimbursed |



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Requisition No. 26-3776 for the Purchase of Four Ford Maverick Vehicles from Duval Ford

Introduction:

This is a request for Council to approve Requisition No. 26-3776 for the purchase of four Ford Maverick vehicles from Duval Ford for Wastewater Treatment Plant.

Discussion:

The proposed purchase is being made through the Florida Sheriff's Association (FSA) cooperative contract, which provides competitively solicited pricing and allows the City to obtain the vehicles in a cost-effective and efficient manner while complying with applicable procurement requirements. Utilizing this contract streamlines the purchasing process and helps ensure the City receives favorable pricing.

The four Ford Maverick vehicles will replace aging units currently assigned to support Wastewater Treatment Plant operations. These existing vehicles have exceeded, or are nearing the end of, their useful operational life and are experiencing increasing maintenance and repair needs. While retaining older vehicles may appear to defer a capital expense, continuing to operate units beyond their useful life often results in higher and less predictable costs due to recurring repairs, increased downtime, parts availability issues, and reduced reliability.

Replacement is a more fiscally responsible long-term approach than continuing to invest in vehicles that are in poor condition and becoming increasingly costly to maintain. Older vehicles can also create hidden operational costs, including staff time spent coordinating repairs, delays caused by unavailable vehicles, and the need to reassign or borrow vehicles when units are out of service.

The purchase of four Ford Maverick vehicles is necessary to support the operational needs of the City's Wastewater Treatment Plant crews. These vehicles will provide reliable transportation for staff performing daily inspections, maintenance activities, transport of equipment and supplies, and other field responsibilities necessary to maintain the City's wastewater infrastructure and

regulatory compliance requirements.

The Ford Maverick offers a practical and economical solution that meets the operational requirements of the Wastewater Treatment Division while helping reduce maintenance concerns, improve reliability, and support uninterrupted wastewater services.

Budget Impact:

The cost of the vehicles is \$129,020.00, which will be charged to GL 421-5555-580.64-01. This account currently has an available balance of \$240,000.00. Funding for this purchase will come from rollover funds transferred from GL 425-5555-580.63-01-WA2404.

Strategic Impact:

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

Recommendation:

City Council approve Requisition No. 26-3776 for the purchase of four Ford Maverick vehicles from Duval Ford in the total amount of \$129,020.00 to support the operational needs of the Wastewater Treatment Plant crews.

Attachment(s):

1. ATTACHMENT #1 QUOTE 1416JM
2. DUVAL FORD REQ 26-3776

Prepared by: Aubrie Conn

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 - 6/18/2026

Approved - 6/18/2026

Approved - 6/18/2026


Approved - 6/18/2026

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026

City of Mount Dora

| | | | | | |
|--|------------------|---|--|---------------------|----------------------|
| QUOTE ID: 1416JM | | Contract Holder 6.11.26 | | | |
| Prepared for: City of Mount Dora Whitney Donovan donovanw@mountdora.gov 352.735.7176 x1211 | | Duval Ford Joellie Mancebo (Work) 904-388-2144 (Fax) 904-387-6816 joellie.mancebo@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258 | | | |
| PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL | | | | | |
|  We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order. | | | | | |
| Labor: \$90/Hr | Parts QTY | Code | Equipment | UNIT PRICE | EXTENDED |
| | | 1 W8B CENTRAL | Item 219: 2026 Ford Maverick Pickup AWD Gas Engine [99a.448] with Power windows, Locks | \$ 27,389.00 | \$ 27,389.00 |
| | | 1 YZ | Oxford White exterior | \$ - | \$ - |
| | | 1 9W | Ebony cloth interior | \$ - | \$ - |
| | | 1 W8J | SuperCrew AWD EXTERIOR, Includes ECOBOOST ENGINE • 17" Painted Aluminum Wheels • Cubby Storage in Bed (Passenger Side) • Cargo Tie Downs ,plusfour (+4) • Gray Grille Bar • Maverick XLT Fender Badge • Mirrors, Sideview-Manual-folding,Power Glass w /Spotter • PowerTailgateLock • Wiper Activated LED Headlamps INTERIOR/COMFORT • Seats,Rear — Cupholders — Armrest • Unique Cloth Bucke tSeats SAFETY/SECURITY - Perimeter Alarm FUNCTIONAL • 2K Trailer Hitch Receiver w/ 4-Pin Connector • Intelligent Access with Push-button Start (incl. Approach Detection) | \$ 4,673.00 | \$ 4,673.00 |
| | | 1 TAG | New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP) | \$ 125.00 | \$ 125.00 |
| | | 1 TTO | Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense. | \$ 68.00 | \$ 68.00 |
| | | 0 | TOTAL LABOR HOURS | | |
| Additional Notes | | 2026 Model Order bank closes 6/12/26 | | | |
| UNIT COST | | | | \$ 32,255.00 | |
| TOTAL QUANTITY | | 4 | TOTAL PURCHASE | | \$ 129,020.00 |

Additional Options for Consideration

| QTY | CODE | Description | PRICE | SELECT |
|------------|-------------|--|--------------|---------------|
| 0 | 51D | Conventional 17" Spare Tire and wheel | \$ 114.00 | YES / NO |
| 0 | PC575 | Premium Care National Fleet Plan [Escape, Bronco, Explorer, Expedition, Mustang, Ranger and Maverick], five Year Term at 75000 total expiration mileage at \$0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted. Add \$755 for Emergency, Fire , Police use. | \$ 1,770.00 | YES / NO |
| 0 | 96G | Bedliner – Spray-in | \$ 522.00 | YES / NO |

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

| | |
|----------|---|
| MAV SE 1 | <p>MECHANICAL</p> <ul style="list-style-type: none"> • 2.5L Hybrid w/ Power-Split Electric CVT Transmission on 4x2; Gas on AWD • 4-Wheel Disc Anti-Lock Brake System (ABS) • Electric Parking Brake • Electronic Brake Boost • Electronic Power-Assist Steering (EPAS) • Post Impact Braking • Rotary Gear Shift Dial • Select Drive Modes: Slippery, ECO, Normal, Sport, and Tow/Haul • Variable-Assist Power Steering |
| MAV SE 2 | <p>EXTERIOR</p> <ul style="list-style-type: none"> • Black Mesh Grille w/Black Surround • Box Top and Tailgate Moldings • Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) • Easy Fuel® Capless Fuel-Filler • FLEXBED® Storage System • Fuel Tank <ul style="list-style-type: none"> — 16.5 Gallon – Gas — 13.8 Gallon – Hybrid • Handles, Black – Door and Tailgate • Hooks – Cargo Tie-Downs, six (6) • LED Reflector Headlamps • Mirrors, Sideview – Manual-Folding, Manual Glass with MIC Black Skull Caps • Maverick® XL Fender Badge • Rocker Molding • Spare Tire Carrier – Rear Under Frame • Spare Tire (Mini) (155/90R17) • Bumper, Front & Rear • Trailer Sway Control • Tailgate – Manual Locking • Tires – 225/65R 17" A/S BSW • Wheels – 17" Sparkle Silver Steel |
| MAV SE 3 | <p>INTERIOR/COMFORT</p> <ul style="list-style-type: none"> • 8" Productivity Screen in Instrument Cluster • Cruise Control • Floor Covering – Carpet • Floor Mats – Front Carpet • Front Door Stowage Bins • Front Map Lights/Overhead Console • Front/Rear Cargo Compartment Dome Lamps (Fade-to-off) • Manual Air Conditioning, Single Zone • Power Door Unlock and Lock • Powerpoint 12V – Front (1), Rear (1) • Rear Coat Hooks • Rear Under Seat Storage Bins • Rear-Window with Fixed Privacy Glass • Seat, Front:— 6-Way Manual Adjustable Driver — 4-Way Manual Adjustable Passenger cloth Bucket Seats — Front Floor Console w/ Armrest & Storage Bin • Seat, Rear:— Full Bench Rear Cloth Folding Seatback — Flip-Up Seat Cushion • Manual Tilt/Telescoping and Manual Locking w/ Audio Controls • Windows: Power Front/Rear Windows <ul style="list-style-type: none"> — 1-Touch Down Driver Window — Rear Privacy Glass |
| MAV SE 4 | <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> • Anti-Theft Engine Immobilizer • Airbags <ul style="list-style-type: none"> — Driver and Passenger Front Airbags — Safety Canopy® Side-Curtain Airbags — Driver and Passenger Side Airbags — Driver Knee Airbag • Belt-Minder® (Front Safety Belt Reminder) • Center Rear Seat Shoulder Belt • Configurable Daytime Running Lamps (DRL) • Driver & Passenger Height Adjustable Retractable Seatbelts • LATCH (Lower Anchors and Tether Anchors for Children) • Power Central Locking • SecuriLock® Passive Anti-Theft System • Smart Occupant Sensing airbags • Tire Pressure Monitoring System (TPMS) |
| MAV SE 5 | <p>FORD CO-PILOT360™ TECHNOLOGY</p> <ul style="list-style-type: none"> • Auto LED High-Beam • Lane-Keeping-Aid • Pre-Collision Assist® with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) • Rear View Camera |

| | |
|-----------------|--|
| <p>MAV SE 6</p> | <p>FUNCTIONAL</p> <ul style="list-style-type: none"> • Auto LED High-Beam • Ford app • Keyed Ignition • Particulate Air Filter • Remote Keyless Entry / Panic Button (Key Fobs (2)) • SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM®) — 13.2" Center Display— Wireless Phone Connection — Cloud Connected— AppLink® w/App Catalog — 911 Assist®— Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual— Conversational Voice Command Recognition • Lane-Keeping System— Lane-Keeping Alert — Lane-Keeping Assist— Driver Alert |
| <p>MAV SE 7</p> | <ul style="list-style-type: none"> • SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L) — 13.2" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual — Conversational Voice Command Recognition |

Purchase Requisition

Purchase Requisition No 26-3776

Requested Date 06/09/2026
Required Date
Ordered By kleinj

Department UTIL
UTILITIES & PLANT OPERATIONS

Preferred Vendor 004299
DUVAL FORD
Address P.O. BOX 7687

Req. Description (4) FORD MAVERICK

| Quantity | Units | Description | Unit Price | Amount |
|----------|-------|---|---------------|-------------------|
| 1 | | MACHINERY & EQUIPMENT 421-5555-580.64-01 | 129,020.00 | 129,020.00 |
| | | | Total: | 129,020.00 |

Approved By _____

Date _____



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Thirty-fourth, Thirty-fifth and Thirty-sixth 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 Thirty-fourth, Thirty-fifth and Thirty-sixth 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 | 01/06/2026 | 01/05/2026 |
| 10th | 01/05/2026 | 01/06/2026 | 01/12/2026 |
| 11th | 01/12/2026 | 01/20/2026 | 01/19/2026 |
| 12th | 01/19/2026 | 01/20/2026 | 01/26/2026 |
| 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 |
| 32nd | 06/08/2026 | 06/16/2026 | 06/15/2026 |
| 33rd | 06/15/2026 | 06/16/2026 | 06/22/2026 |
| 34th | 06/22/2026 | 07/07/026 | 06/29/2026 |

| | | | |
|------|------------|------------|------------|
| 35th | 06/29/2026 | 07/07/2026 | 07/06/2026 |
| 36th | 07/06/2026 | 07/07/2026 | 07/13/2026 |

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

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

Recommendation:

City Council ratify the Thirty-fourth, Thirty-fifth and Thirty-sixth Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 07.07.2026.THIRTY-FOURTH EXTENSION OF RESOLUTION 2025-45
2. 07.07.2026.THIRTY-FIFTH EXTENSION OF RESOLUTION 2025-45
3. 07.07.2026.THIRTY-SIXTH 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 - 6/18/2026

Approved - 6/18/2026

Approved - 6/18/2026

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026

THIRTY-FOURTH 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-fourth 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 22, 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 29, 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-FIFTH 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-fifth 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 29, 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 July 6, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ___ 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-SIXTH 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-sixth 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 July 6, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including July 13, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ___ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins
City Attorney



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

DATE: July 7, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: Request Approval of Meeting Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 06.02.2026. City Council Regular Session _Minutes_DRAFT.1

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 6/18/2026



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
June 2, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, Mayor Homich called the meeting to order at 6:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Certificate of Recognition for Erin Creel, Library Archivist

The Council presented a Certificate of Recognition to Erin Creel, Library Archivist, for her exceptional contributions to preserving and promoting the history of Mount Dora. The Council further recognized Ms. Creel for receiving the 2026 Society of Florida Archivists Award of Excellence.

2. Presentation Mount Dora Police Department Safety Initiatives

Police Chief Michael Gibson and Captain Jack Andriano presented an overview of current public safety initiatives and community partnerships. Staff discussed technology-based initiatives, including traffic-calming efforts, Flock Safety camera systems, and school zone speed enforcement cameras.

PUBLIC COMMENT

Mayor Homich opened public comment.

Stephenie Winheim, Unincorporated Lake County, spoke about the Police Department and public record requests.

Tricia Nicholson, Eustis, thanked the Council for the City's continued support of community initiatives.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval of Piggyback Agreement with Atlantic Pipe Services LLC for Cured-In-Place Pipe Lining (CIPP)
2. Request Approval of a Task Authorization with Process Control Services, LLC (PCS) Under Piggyback Agreement Between PCS and New Smyrna Beach Utilities
3. Request Approval of Piggyback Agreement with A.C. Schultes of Florida, Inc. for Maintenance and Repair of Water Wells and Water Pumps Services
4. Request Approval of FDEP Vehicle Grant Agreement (Dump and Grapple Trucks)
5. Request Ratification of the Thirtieth and Thirty-first Extensions of Resolution No. 202545, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA; MOTION SECONDED BY VICE-MAYOR CATALDO; MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. 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"

Mr. Sandersfeld introduced the item. The Council considered the evaluation committee's recommendation regarding CMAR services for Fire Station 34 renovations. The evaluation committee ranked De Scorpio Corporation as the highest-ranked firm. Council considered the evaluation committee's recommendation regarding Construction

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE 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"; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A 7-0 ROLL CALL VOTE.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2026-19, Donating Mount Dora Police Department Surplus Assets

Mr. Brackins read the Resolution No. 2026-19 by title only.

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.

The Council considered a resolution authorizing the donation of surplus police department equipment to the Eatonville Police Department. Chief Gibson explained that the department had transitioned from 12-gauge shotgun systems to M16-style platforms, rendering the surplus equipment obsolete.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2026-19, DONATING MOUNT DORA POLICE DEPARTMENT SURPLUS ASSETS; MOTION SECONDED BY COUNCILMEMBER CRAIL. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

CITY MANAGER'S REPORT

The City Manager provided updates on several ongoing initiatives, including the joint planning agreement with Lake County. Staff reported progress on revisions to the draft Joint Planning Area document being coordinated with Lake County. Additional edits and legal review were underway prior to presentation to Council.

CITY ATTORNEY'S REPORT

1. Landfill Litigation

Mr. Brackins reported on efforts to obtain access to the landfill property under the existing development agreement and requested direction from Council. Council consensus supported proceeding under the existing development agreement and applicable statutory provisions to secure access.

2. Witherspoon Lodge

An update was provided regarding the transfer of ownership process for the Witherspoon Lodge property.

COMMUNICATIONS AND REPORTS

Councilmembers expressed appreciation to the Mount Dora Police Department and the Youth Leadership Program participants.

Council discussion also included upcoming Florida League of Cities legislative policy committee meetings, progress on telecommunications infrastructure projects, restoration of disturbed project areas, and the status of retention pond rehabilitation projects at the Public Works Complex.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:54 p.m.

**JAMES HOMICH, MAYOR
CITY OF MOUNT DORA**

Jeanann Hand, City Clerk

DRAFT



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement Between the City of Mount Dora and 120Water Related to Lead and Copper Compliance

Introduction:

This is a request to approve the agreement between the City of Mount Dora and 120Water to ensure compliance with the lead and copper rule revisions.

Discussion:

This is a request to approve the agreement between the City of Mount Dora and 120Water to ensure compliance with the lead and copper rule revisions.

The requirements state that water utilities must identify all water service connections and their material types, such as lead, copper or other materials. The previous agreement with 120Water mapped the water system to prepare known and unknown service line material plan. Water systems are required to identify unknown service line materials identified in the material plan. The regulations allow the use of predictive modeling to determine the service line material and this agreement includes this component. The use of the predictive modeling is in accordance with the competitive solicitation exemption for IT software in the city's purchasing policy (Sec. 3.1.-1.B.p.).

120Water has completed surveys and work associated with this project in Florida and nationwide, and has worked with both the EPA and Florida Department of Environmental Protection for all plan and reporting needs. They have proprietary software that has been used by other agencies to pinpoint possible testing points to help cut back on costly field work associated with field surveys such as hand digging each service.

Budget Impact:

Lead and Copper Compliance Budget Item

- Budgeted amount (GL 421-1930-536.34-01): \$100,000

- First year costs: \$81,148
- Second and third year cost: \$46,148
- Total cost over three years: \$173,445

Strategic Impact:

Objective 8.5 - Implement water and wastewater maintenance programs to reduce operating costs and ensure good, reliable service. Continued compliance with the Environmental Protection Agency's lead and copper rules and regulations.

Recommendation:

City Council approve the agreement between the City of Mount Dora and 120Water.

Attachment(s):

1. Renewal Predictive Modeling - EBR - City Of Mount Dora - FL 4
2. 120Water - Master Services Agreement-(v3 - w correct exhibits)(HRN 06.22.2026).

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 - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026



Renewal + Predictive Modeling - EBR - City Of Mount Dora - FL

Customer - City of Mount Dora - FL

900 N. Donnelly St., -
Mount Dora, FL 32757
United States

Reference: 20260115-135303676

Quote created: January 15, 2026

Quote expires: April 30, 2026

Quote created by: Sydney Montgomery

Commercial Account Manager

sydni.montgomery@120water.com

Andrew Marsian

marsiana@mountdora.gov

(352) 735-7100 ext. 1835

Comments from Sydney

Products & Services

| Item & Description | Quantity | Unit Price | Term | Total |
|--|----------|--------------------|------|--------------------------------|
| PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits. | 1 | \$22,200.00 / year | 36 | \$22,200.00 / year for 3 years |
| LCRI Enhanced Managed Services Package White glove coaching and guidance across the LCRI compliance journey. The Enhanced tier includes a dedicated Customer Success support and monthly readiness planning with an Account Manager. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials. | 1 | \$13,200.00 / year | 36 | \$13,200.00 / year for 3 years |

| Item & Description | Quantity | Unit Price | Term | Total |
|--|----------|---------------|------|-----------------------------------|
| <p>First Class - 2 sheets - Page 1 address, Page 2 - 4 available for content</p> <p>First Class Letter - 2 sheets of paper. Up to 3 pages of unique color content sent first-class mail sent via 120Water software. (2 sheets of paper - 1 dedicated cover page; 3 pages of unique content).</p> | 6,107 | \$1.76 / year | 36 | \$10,748.32 / year for 3 years |
| <p>120 Predictive Modeling</p> <p>120 Predictive Modeling uses the country's most comprehensive water system data to pinpoint where lead service lines are most likely located. Must be bundled with PWS Platform and LCRI Enhanced Managed Service.</p> | 1 | \$35,000.00 | 12 | \$35,000.00 for 1 year |
| Annual subtotal | | | | \$46,148.32 |
| One-time subtotal | | | | \$35,000.00 |
| Total | | | | \$81,148.32 |
| Total contract value | | | | \$173,444.96 |

Purchase terms

The renewal of your subscription has a contract start date of 2/22/2026 and will run through 2/21/2029. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date.

Year 1 total: \$81,148.32

- PWS Platform
- LCRI Enhanced
- Predictive Modeling
- First Class Letters

Year 2 total: \$46,148.32

- PWS Platform
- LCRI Enhanced
- First Class Letters

Year 3 total: \$46,148.32

- PWS Platform
- LCRI Enhanced
- First Class Letters

Total Contract Value: \$173,444.96

Letters reflected on this quote/Order Form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

| Rate Card | |
|---|------------|
| First Class Delivery | |
| Letter Type | Unit Price |
| First Class Letter - 2 sheets - Color | \$1.76 |
| First Class Letter - 2 sheets - Black and White | \$1.70 |
| First Class Letter - 3-6 sheets - Color | \$3.17 |
| First Class Letter - 3-6 sheets - Black and White | \$2.12 |
| First Class Letter - 7-10 Sheets - Color | \$9.53 |
| Standard Delivery | |
| Letter Type | Unit Price |
| Standard Letter - 2 sheets - Color | \$1.43 |
| Standard Letter - 2 sheets - Black and White | \$1.34 |
| Standard Letter - 3-6 sheets - Color | \$2.84 |
| Standard Letter - 3-6 sheets - Black and White | \$1.77 |
| Certified Delivery | |
| Letter Type | Unit Price |
| Certified Letter - 3 sheets - Color | \$13.07 |
| Certified Letter - 4-6 sheets - Color | \$14.16 |
| Certified Letter - 7-8 sheets - Color | \$18.87 |

This Order Form, together with the Master Services Agreement, available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized words not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

For Order Form including Products

Unused Products purchased in this Order Form, **including Unused Products purchased prior to the execution of this Order Form**, shall not roll forward to the next Subscription Term unless Customer pays an Inventory Holding Fee of twenty percent (20%) of the purchase price of the Unused Products. This fee shall appear as a separate line item on the Order Form for the next Subscription Term. If Customer does not wish to roll forward Unused Products, such Products will be deemed returned to 120Water and no refund will be provided.

Signature



21/04/2026

Signature

Date

Melissa Gindling

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Sydni Montgomery
Commercial Account Manager
sydni.montgomery@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



MASTER SERVICES AGREEMENT

This Master Services Agreement (together with all Order Forms entered into during the relationship, the “**Agreement**”) is made by and between 120 Water, Inc. (“**120Water**”), and the City of Mount Dora (“**Customer**”) and is effective as of the date of last execution by the parties of the initial Order Form attached hereto (“**Effective Date**”). 120Water and Customer are each also referred to as a “**party**” and together as the “**parties**”.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- 1.1. “**120Water Platform**” means 120Water’s proprietary online hosted software, website, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.
- 1.2. “**Authorized Users**” means personnel authorized by Customer to use the Service solely for the internal use of Customer.
- 1.3. “**Customer Data**” means all electronic data or information (including, but not limited to, Personal Data) uploaded by Customer to the 120Water Platform.
- 1.4. “**Deliverables**” means (a) the deliverables (e.g., custom reports) specified in an applicable Scope of Work (attached hereto or as entered into and signed by both parties during this Agreement) that are expressly created by 120Water for Customer and (b) all reports provided or made accessible to Customer pursuant to the Scope of Work.
- 1.5. “**Derivative Data**” means, collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer.
- 1.6. “**Documentation**” means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.
- 1.7. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.
- 1.8. “**Order Form**” means 120Water’s quote as accepted by Customer via an ordering document submitted to 120Water, the initial Order Form being attached hereto as

Exhibit A and incorporated herein.

- 1.9. **“Personal Data”** means Customer Data which identifies a specific identifiable individual.
- 1.10. **“Professional Services”** means any implementation, integration, consulting and other related services specifically described in an Order Form, other than the SaaS Services.
- 1.11. **“Project Start Date”** means a date mutually agreed upon by the parties following execution of an Order Form, upon which date 120Water shall commence provision of implementation or other Professional Services.
- 1.12. **“SaaS Services”** means the water test administration and reporting and related services made available to web-based and mobile device users via the 120Water Platform hosted by 120Water, as set forth in the LSLI Scope of Work attached hereto as Exhibit B and incorporated herein.
- 1.13. **“Services”** means, together, the SaaS Services and Professional Services.
- 1.14. **“Subscription Start Date”** means the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order Form.
- 1.15. **“Subscription Term”** means the subscription term specified in an Order Form.
- 1.16. **“Usage Data”** means statistical data related to Customer’s access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services and the 120Water Platform.

2. SERVICES AND RESPONSIBILITIES OF THE PARTIES

2.1. 120Water Services and Responsibilities.

- A. Services. Subject to Customer’s compliance with this Agreement, 120Water shall provide the Services set forth in the applicable Order Form or Scope of Work entered into during this Agreement.
- B. Grant of Right to Access. Subject to Customer’s compliance with this Agreement, 120Water hereby grants to Customer a limited, nontransferable, nonsublicensable right to access the 120Water Platform during the Subscription Term.
- C. SaaS Services During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with the Service Level Agreement set forth in Exhibit C attached hereto and incorporated herein. The SaaS Services further include developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of Customer Data. 120Water will use commercially reasonable efforts to maintain the SaaS Services’ availability, except

for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water's reasonable control. 120Water reserves the right to modify the SaaS Services at any time.

- D. Professional Services. The parties may, from time to time, execute an Order Form describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as exhibits to any Order Form.
- E. Subcontractors. 120Water may engage subcontractors to perform or to support 120Water's performance of portions of the Services provided or made available to substantially all of 120Water's customers (e.g., data hosting service providers), provided that 120Water may not subcontract to a subcontractor dedicated to Customer's account any custom Services or custom Deliverable specifically purchased only by Customer (and set forth in a separate statement of work) without Customer's prior written consent, such consent not being unreasonably withheld, delayed, or conditioned.
- 2.2. Customer Responsibilities. Customer shall: (a) have sole responsibility for the accuracy and completeness of all Customer Data Customer provides to 120Water; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services and Deliverables; and (d) procure for 120Water, at Customer's sole expense, all rights and consents necessary for 120Water and its contractors to legally access, use, disclose, store, and retain all Customer Data pursuant to this Agreement. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the 120Water Platform, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the 120Water Platform. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement.
- 2.3. Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the 120Water Platform available to any third party except as expressly permitted by this Agreement; (b) send via, or store within, the 120Water Platform infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the 120Water Platform any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the 120Water Platform any Malicious Code; or (e) attempt to gain unauthorized access to the 120Water Platform or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the 120Water Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or

underlying ideas or algorithms of any part of the SaaS Services or 120Water Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Platform; (iv) upload to the 120Water Platform or otherwise provide to 120Water any protected health information (as defined under HIPAA), credit/debit card, or financial data or other such sensitive data (collectively, “**Inadvertent Data**”); (v) use any of 120Water’s Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted in connection with the SaaS Services or 120Water Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the “**Use Restrictions**”). In the event Customer provides any Inadvertent Data to 120Water, Customer shall immediately notify 120Water in writing of such disclosure. 120Water shall treat Inadvertent Data as Customer’s Confidential Information, but not as Personal Data, and will not be liable for any such unauthorized disclosure, access, loss, or use of Inadvertent Data. 120Water shall promptly delete all Inadvertent Data it receives and of which it becomes aware.

- 2.4. Acceptance Procedure for Custom Deliverables. Unless expressly stated otherwise in a statement of work all custom-developed Deliverables shall be subject to the following acceptance procedure. Customer has 30 days (the “**Testing Period**”) from receipt of a Deliverable to test the Deliverable. The “**Acceptance Criteria**” is whether the Deliverable materially conforms with the applicable specifications set forth in the applicable Scope of Work. During the Testing Period, Customer will notify 120Water of any material noncompliance of the Deliverable with the Specifications (“**Material Error**”) that Customer discovers. When it receives this notice, 120Water will promptly correct the Material Error and redeliver the Deliverable within 30 days unless otherwise agreed to in writing by the Parties. The Testing Period will be extended for the period of time used by 120Water to correct a Material Error. If 120Water is unable to correct a Material Error within the 30-day period (or other time period agreed to in writing by the Parties), Customer may terminate this Agreement, and 120Water will promptly return to Customer all monies paid by Customer under the applicable Scope of Work for the uncorrectable Deliverable.
- 2.5. Purchase of Products. Purchases of products from 120Water (e.g., water testing kits, water pitcher filters, etc.) shall be pursuant to a separate Order Form (or identified separately on the Order Form for Services), and the terms of such purchases are governed by 120Water’s product terms of sale agreement, which will be presented and incorporated in such Order Form.

3. FEES; PAYMENT; TAXES

- 3.1. Service Fees. 120Water will invoice Customer for the Services as set forth in the applicable Order Form or as otherwise agreed by the parties in writing in a statement

of work. Except as otherwise specified in an Order Form, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. 120Water may adjust its fees applicable to the Services upon renewal of a Subscription Term; **provided, however**, that 120Water provides Customer notice of any such adjustment at least sixty (60) days before the end of the applicable Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order Form, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and any added subscriptions will terminate on the same date as the underlying subscriptions. For all other additional products or services purchased by Customer during the Subscription Term, such purchases will be made at the then-current prices of such products or services. For any product ordered (e.g., water testing kits, communications package (sending letters, which includes postage cost), if 120Water's cost of materials or components for the product increases between the effective date of the applicable Order Form having pricing for the product and the date Customer requests shipment of such product, 120Water has the right, upon prior written notice to Customer, to revise the pricing to adjust for such materials or components (but not labor or general overhead) cost increase. If the requested shipment date is thirty (30) days or more after the date of 120Water's notice of adjusted pricing, and Customer agrees to pay such adjusted pricing unless Customer gives 120Water written notice prior to shipment that Customer does not consent to the adjustment. If the requested shipment date is less than thirty (30) days after the date of 120Water's notice of adjusted pricing, any increased pricing shall not apply to such shipment unless Customer expressly consents in writing to such increase prior to shipment. If Customer does not consent to the proposed price adjustment, 120Water may cancel the applicable Order Form by giving Customer written notice within ten (10) days of the date of either of the following, whichever occurs earlier: (i) 120Water's receipt of Customer's notice of non-consent or (ii) Customer's failure to provide express written consent.

- 3.2. Overdue Payments. Payment by Customer shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Customer's failure to timely pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1½%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is forty-five (45) days or more overdue, 120Water may, in addition to any of its other rights or remedies, upon written notice, suspend Customer's access to the SaaS Platform and the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Order Forms.
- 3.3. Taxes. Unless Customer is tax exempt and provides written certification of such status to 120Water, Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its

income). 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by Customer, provide 120Water with the appropriate documentation of such payments. Customer shall not pay or reimburse 120Water for any taxes related to the provision of goods or services for which Customer provides 120Water with a valid and applicable tax exemption certificate or other reasonable evidence of exemption. 120Water will make all reasonable efforts to ensure that any exemption from any tax that is available to Customer will be utilized when 120Water makes any purchase on behalf of Customer.

- 3.4. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

4. PROPRIETARY RIGHTS

- 4.1. Intellectual Property. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer owns all Customer Data. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder.
- 4.2. Use of Customer's Name and Logo. 120Water may use Customer's name and logo in connection with provision of the Services. Customer further agrees and consents that, subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed: (a) 120Water may use Customer's name and logo in 120Water's published customer list, on 120Water's website, and in 120Water's marketing materials; and, (b) 120Water may reference Customer in a press release that announces Customer's decision to use 120Water Services. Customer has the right to withdraw its consent at any time by providing written notice to 120Water.
- 4.3. Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("**Feedback**"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and

exclusive property of 120Water. 120Water agrees to indemnify, defend and hold harmless Customer for any use by 120Water of any Feedback.

- 4.4. Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Platform, and, unless expressly stated otherwise in a statement of work, in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request.

5. CONFIDENTIALITY

- 5.1. Definition of Confidential Information. **“Confidential Information”** means all confidential, proprietary, or nonpublic information of a party (or its customers) (**“Disclosing Party”**) disclosed to the other party (**“Receiving Party”**) that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as “Confidential” and/or “Proprietary” or (c) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Order Forms, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party; or (v) is required to be disclosed pursuant to applicable law, including subpoena, judicial order, or open records acts (subject to Section 5.3).
- 5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable

law, 120Water shall be permitted to retain Customer Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Derivative Data only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform the Services hereunder.

- 5.3. Compelled Disclosures; Open Records Requests. If the Receiving Party is compelled by law, subpoena, or an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In the event a third party makes a request of Customer for information under any applicable open records act for documents or information related to this Agreement which may be subject to exclusion from disclosure based on confidential information or trade secrets, Customer will provide 120Water with a reasonable opportunity to object to disclosure of such documents and information. Notwithstanding anything herein to the contrary, 120Water acknowledges that any requirement in this Agreement to provide notice of, or any opportunity to object to, a public records request is subject to applicable law, including any legal limitations on delaying the production or disclosure of public records.
- 5.4. Survival. The confidentiality obligations as are set forth in this Section 5 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to Personal Data held by 120Water, forever.

6. DATA OWNERSHIP AND USE

- 6.1. **Ownership of Customer Data.** As between Customer and 120Water, Customer owns all Customer Data.
- 6.2. **Use of Customer Data.** Customer hereby grants 120Water and its contractors a limited, nonexclusive right and license to use all Customer Data during this Agreement internally: (a) to provide the Services; (b) to create, test, train, correct, and inform software, including algorithms, machine learning and product automation; to develop and train artificial intelligence (AI) and/or machine learning models, develop, provide, and personalize our current and future Services provided to you and other clients, and gain insights with the help of AI, automated systems, and inferences, so that our Services can be more relevant and useful to you and others; (c) to develop, create,

extract, compile, synthesize, analyze and commercialize statistics, analytics, metrics, reports, benchmarks, measures and other information; and, (d) to improve or develop existing or new products or services, and, after expiration or termination as permitted herein.

- 6.3. **Derivative Data and Usage Data.** 120Water shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 6.4 shall survive any expiration or termination of this Agreement.
- 6.4. **Use of Customer Data after Expiration or Termination.** Upon Customer's request within thirty (30) days after the expiration or termination of this Agreement, 120Water will provide Customer with a copy of Customer Data held by 120Water. Upon expiration of such thirty (30) day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status. The confidentiality obligations as are set forth in this Section 6.4 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and, (iii) with respect to Personal Data held by 120Water, forever.

7. DATA SECURITY

- 7.1. 120Water shall use commercially reasonable efforts to store, maintain, and protect the confidentiality of Customer Data uploaded by Customer and its Authorized Users to the Software or otherwise disclosed or transmitted to, or received or accessed by 120Water. 120Water is not liable for the loss of confidentiality or security of any Personal Data that occurs through no fault of 120Water in the event of unauthorized access, theft, use or disclosure of such Personal Data, either by or due to Customer's Authorized Users, or by users or third parties who have obtained unauthorized access to an Authorized User's login credentials. 120Water shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or Security Breach of Customer Data due to Customer's breach of this Agreement, Customer's (or its other contractors' or providers') failure to use reasonable care in securing Customer Data or due to Customer's Authorized Users' acts or omissions that are the proximate cause of any Security Breach related to the Services or 120Water Platform. "**Security Breach**" means any accidental, unauthorized, or unlawful access, use, destruction, loss, alteration, lockup (i.e., encryption or rendering unavailable), loss of confidentiality, or disclosure of Personal Data stored or otherwise processed by or in 120Water's (or its service providers' or contractors') possession or control; but, shall not include: (a) "pings" on an information system firewall or other broadcast attacks; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; or, (d) denial-of-service attacks that do not result in a server being taken offline.
- 7.2. 120Water will be responsible for any Security Breach of Customer Data successfully

uploaded to the 120Water Platform where caused by the acts or omissions of 120Water or its agents, hosting services or other contractors, except to the extent due to any acts, omissions, or negligence of Customer, its agents, or contractors (“**120Water Security Breach**”).

- 7.3. Customer shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Customer, its contractors (other than 120Water, its agents or contractors), its then-current employees, former employees who were previously Authorized Users, except to the extent directly due to the negligence of 120Water or its agents, hosting services and other contractors (“**Customer Security Breach**”). Notwithstanding the previous sentence, former employees or contractors of Customer whose Authorized User credentials have been properly deactivated by Customer, but who subsequently cause a Security Breach through methods that do not include the use of their Authorized User credentials, does not constitute a Customer Security Breach.

8. WARRANTIES AND DISCLAIMERS

- 8.1. 120Water Warranties. 120Water warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; (b) 120Water shall take commercially reasonable measures to protect against the 120Water Platform or any Deliverables containing or transmitting Malicious Code to Customer; and, (c) the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (collectively referred to as the “**Service Warranty**”). Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer’s exclusive remedy, and 120Water’s entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.
- 8.2. Warranties for third-party products are governed under the applicable third party warranty terms, and Customer expressly acknowledges that 120Water has no obligations with regard to third-party products.
- 8.3. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, 120WATER PROVIDES ALL SERVICES AS-IS, AND 120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 8.4. Customer acknowledges and agrees that the SaaS Services, the Services, the 120Water Platform, Deliverables, and any other services or products provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third-party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain

relationships with dependable, accurate and timely third party service providers, 120Water does not control such service providers, and therefore hereby disclaims all representations, warranties, and liability for any inaccurate, untimely, or otherwise erroneous Deliverables to the extent such Deliverables are based on data, alerts, or information provided by such testing labs or service providers. Additionally, 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder.

9. INDEMNIFICATION

- 9.1. By 120Water. 120Water shall indemnify, defend, and hold harmless Customer and its officers, directors, officials, employees, agents, and affiliates from and against any and all third-party claims, actions, or causes of action (“**Claims**”) for any liabilities, damages, penalties, fines, assessments, costs, and expenses, including reasonable attorneys’ fees and costs (collectively, “**Losses**”) arising or related to (a) an allegation by a third party alleging that the Services or use of the 120Water Platform infringes any United States patent, and/or any copyright, trade secret or other property right held by a third party; (b) 120Water’s breach of this Agreement; (c) any failure by 120Water or its employees, agents, service providers, or subcontractors to comply with applicable law or regulation; (d) 120Water’s use of any Feedback provided by Customer; or (e) damage to or loss of real or tangible property, or personal injury, resulting from the gross negligence or willful misconduct of 120Water, its agents, service providers, or subcontractors. The above shall apply provided that 120Water is notified promptly by Customer of any such Claim (including any threatened claim) and 120Water shall have sole control of the defense with respect to same (including without limitation, the negotiations and settlement of such claim). If a Claim pursuant to clause (a) has occurred or, in 120Water’s opinion, is likely to occur, 120Water shall, at 120Water’s option and expense, (i) procure the right to continue providing the Services or the 120Water Platform, (ii) re-perform or replace the potentially infringing portion of the Services or the 120Water Platform, or (iii) modify the Services or the 120Water Platform so that infringement is avoided. If, after using commercially reasonable efforts, none of the foregoing three alternatives is reasonably available, 120Water may terminate this Agreement, and Customer shall be entitled to a pro-rated refund of pre-paid but unearned fees. 120Water shall have no such indemnification obligation to the extent such infringement under clause (a) above: (w) relates to Customer’s use of the Services or the 120Water Platform or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for such combination; (x) arises from or relates to modifications to the SaaS Services, the 120Water Platform, or any Deliverable not made by 120Water; (y) relates to Customer Data or any third-party product or service, or (z) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.
- 9.2. By Customer. Customer shall indemnify, defend, and hold harmless 120Water and its officers, directors, employees, agents, affiliates and service providers from and against any and all Losses based on any Claims relating to (a) Customer’s failure to comply with the terms of this Agreement, or (b) any allegation that 120Water’s or its service

providers' possession or use of Customer Data violates or infringes the rights of any third party.

- 9.3. Indemnification Procedure. As an express condition to the indemnifying party's obligation under this Section 9, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent the it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. No settlement or compromise that imposes any liability or obligation on the indemnified party will be made without the indemnified party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability. EXCEPT AS EXCLUDED IN SECTION 10.3, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE ORDER FORM FOR THE SERVICES FOR WHICH LIABILITY IS CLAIMED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- 10.2. Exclusion of Consequential Damages. EXCEPT AS EXCLUDED IN SECTION 10.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, ENHANCED, OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, LOST PROFITS, OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.3. The restrictions on the types and amounts of damages for which a party may be liable hereunder shall not apply to intellectual property infringement, breach of confidentiality, or a party's indemnification obligations.

11. TERM AND TERMINATION

- 11.1. Term and Renewal. This Agreement commences on the date both parties execute an initial Order Form (the "**Effective Date**"), and continues through the expiration of all Order Forms in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 11 (the "**Term**").

Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order Form. Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current Term.

11.2. Termination. Either party may terminate this Agreement for cause at any time upon written notice of a material breach to the other party if such breach remains uncured (if curable using commercially reasonable efforts) for thirty (30) days from receiving such notice. 120Water may terminate this Agreement or any Order Form for non-payment in accordance with Section 3.2, and no opportunity to cure shall apply. 120Water may immediately terminate this Agreement for cause, without Customer having an opportunity to cure, if Customer breaches any of the Use Restrictions set forth in Section 2.3. In addition, if required to comply with applicable law or regulation implemented or amended during this Agreement, and compliance therewith would be unduly burdensome or significantly increase 120Water's cost of providing the Services, 120Water may, by providing Customer with at least five (5) days' prior written notice, (a) terminate this Agreement, in whole or in part, or (b) may suspend providing the Services until the parties can resolve the issue. 120Water acknowledges that Customer is a governmental entity, and the Agreement validity is based upon the availability of public funding under Customer's authority. Customer may immediately terminate, in whole or in part, this Agreement or any applicable Order Form, without penalty, at the end of the then-current fiscal period, if funds are not appropriated for the continuation of Services provided under this Agreement.

11.3. Effects of Termination.

- A. Upon expiration or termination of this Agreement, all rights granted by 120Water under this Agreement shall terminate, and Customer's access to the 120Water Platform shall be terminated. Termination of this Agreement by Customer other than for cause, or by 120Water for cause, shall not affect Customer's obligation to pay any sums due hereunder, including Service Fees for services provided up to the effective date of termination. In the event that the pricing in an Order Form includes a discount (e.g., from the single year rate) for multiple-year or volume commitment, and if Customer terminates this Agreement other than for cause or if 120Water terminates for cause, or if Customer fails to make timely orders as required to receive such discount, Customer agrees to pay 120Water within thirty (30) days of such termination the non-discounted fee for such orders. Pre-payments or deposits are nonrefundable.
- B. Within thirty (30) days after the termination or expiration of this Agreement, 120Water will provide Customer with a copy of Customer Data held by 120Water. Upon expiration of such thirty (30) day period, 120Water shall convert Customer's account to an inactive status.

12. INSURANCE

12.1. Insurance. During the Term, 120Water shall, at its own expense, maintain and carry in full force and effect insurance policies with financially sound and reputable insurers having limits of liability of not less than the following:

| Type | Limits |
|-----------------------------------|---|
| Commercial General Liability | <ul style="list-style-type: none"> ● \$1,000,000 per occurrence for bodily injury and property damage; ● \$1,000,000 per occurrence for personal and advertising injury; ● \$2,000,000 aggregate for products and completed operations; and, ● \$2,000,000 general aggregate applying separately to the work performed under the Agreement. |
| Commercial Automobile Liability | <ul style="list-style-type: none"> ● \$1,000,000 per accident for bodily injury and property damage. |
| Workers' Compensation Insurance | <ul style="list-style-type: none"> ● as required by the State of Florida, with statutory ● limits |
| Employer's Liability | <ul style="list-style-type: none"> ● \$1,000,000 each accident for bodily injury; ● \$1,000,000 disease each employee; and, ● \$1,000,000 disease policy limit. |
| Technology Professional Liability | <ul style="list-style-type: none"> ● \$1,000,000 per claim/occurrence; and, ● \$2,000,000 policy aggregate. |

12.2. In the event 120Water purchases an umbrella or excess insurance policy to meet the minimum limits of insurance set forth in this Section 12, such insurance policy shall afford no less coverage than the primary insurance policy. Upon Customer's request, 120Water shall provide Customer with a certificate of insurance evidencing the insurance coverage specified in this Section 12. The certificate of insurance shall name Customer as an additional insured and loss payee. 120Water shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policy. 120Water waives and 120Water shall cause its insurers to waive, any right of subrogation or other recovery against Customer.

13. FORCE MAJEURE

13.1. Definition. A "**Force Majeure Event**" means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes), or labor unavailability or workplace closure or restrictions or travel restrictions as required or recommended by government or agency (or implemented as company-wide policy by the party suffering the delay in performance) due to pandemic, epidemic, or other widespread health emergency (e.g., viruses or other diseases, such as, but not limited to, COVID-19, SARS, etc.); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or

other natural disasters, elements of nature or acts of God, (iv) outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures not arising out of a breach of 120Water’s data security obligations set forth in this Agreement; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; (vii) change in law or regulation making performance impracticable, such that such change results in or is likely to result in a material increase in cost, resources, or time required for such party’s performance under this Agreement; or, (viii) national or regional shortage of adequate power or telecommunications or transportation, or, (ix) supply chain interruption due to any of the foregoing.

- 13.2. If a Force Majeure Event occurs, the party whose performance is delayed or prevented (the “**Affected Party**”) shall be entitled to (i) relief from its performance obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects that Affected Party’s performance of such obligations, and (ii) an extension of schedule to perform its obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects that Affected Party’s ability to perform such obligations in the time specified in this Agreement. The occurrence of a Force Majeure Event shall not, however, excuse or delay the other Party’s obligation to pay monies previously accrued and owing to the Affected Party under this Agreement or excuse or delay the Affected Party’s performance of any obligation under this Agreement not affected by the occurrence of the Force Majeure Event. Upon the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party promptly after the Affected Party’s performance has been delayed or prevented. The Affected Party shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under the Agreement and otherwise mitigate the adverse effects of the Force Majeure Event. The Affected Party shall also provide prompt written notice to the other Party of the cessation of the Force Majeure Event. If the Force Majeure Event renders the Services completely unavailable for more than thirty (30) consecutive days, Customer may terminate the Agreement upon written notice to 120Water, and Customer will receive a pro rata refund of prepaid fees starting from the beginning of the unavailability of the Services due to such Force Majeure Event.

14. GENERAL PROVISIONS

- 14.1. Relationship of the Parties. The relationship between the parties created by this

- Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.
- 14.2. Assignment. 120Water may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively “assign” and its cognates) any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Customer, other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of 120Water’s assets or equity. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Agreement shall be of no power or effect.
- 14.3. Governing Law. This Agreement and all disputes between the parties arising therefrom shall be governed exclusively by the laws of the State of Florida, without regard to its conflicts of laws rules. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Lake County, Florida. The parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**
- 14.4. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been delivered: (i) on the day received, if personally delivered; (ii) one day after being given to a recognized overnight delivery service; and (iii) five days after the date mailed by certified or registered mail. Such notices shall be addressed to the parties as set forth in the initial Order Form. Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this Section 14.4.
- 14.5. Miscellaneous. This Agreement, together with the Exhibits attached hereto, Order Forms either attached hereto or entered into during this Agreement (which are hereby incorporated herein), and documents incorporated by reference herein (e.g., by hyperlink) (and updates thereto), collectively set forth the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement. The background recitals form a material part of this Agreement. No modification of this Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly

authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. The signature page of either party to any counterpart, and photocopies and electronic facsimiles thereof, may be appended to any other counterpart and when so appended, shall constitute an original.

14.6. Public Records. 120Water acknowledges that Customer is a local government entity subject to Florida's Public Records Law (Fla. Stat. § 119.0701). Accordingly, notwithstanding anything in this Agreement to the contrary, 120Water agrees to:

- A. Keep and maintain public records in 120Water's possession or control in connection with 120Water's performance of Services under this Agreement.
- B. Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Fla. Stat. Chapter 119 or as otherwise provided by law.
- 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, and following completion of this Agreement until the records are transferred to Customer.
- D. Upon the termination or natural expiration of this Agreement, either transfer at no cost to Customer all public records in 120Water'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 Customer upon request from Customer's custodian of public records in a format that is compatible with Customer's information technology systems. In the event of transfer, 120Water shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. 120Water's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement without penalty and other penalties as provided by applicable law.
- F. **IF 120WATER HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT: CLERK@MOUNTDORA.GOV; (352) 735-7126; 510 N., BAKER STREET, MOUNT DORA, FL 32757.**

14.7. Auditing, Records, and Inspection. In the performance of this Agreement,

- 120Water shall keep books, records, and accounts of all activities related to the Agreement (the “Records”) in compliance with generally accepted accounting procedures. Throughout the Term the Records shall be open to inspection during regular business hours by an authorized representative of Customer and shall be retained by 120Water for the sooner of: (i) five (5) years after the termination or expiration of this Agreement or (ii) the completion of a full Customer audit. Customer shall retain the right to audit the books during the five-year retention period. All Records shall be subject to the applicable provisions of the Florida Public Records Act (Fla. Stat. Chapter 119).
- 14.8. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 14.9. Dispute Resolution. In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other party. If the parties are unable to resolve the dispute within thirty (30) days of such notice, the parties may proceed to resolve the matter through alternative dispute resolution procedures. The parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation.
- 14.10. Sovereign Immunity. Customer expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability that have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of Customer for damages, attorneys’ fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against Customer which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. If any portion of this provision is deemed unenforceable by a court of competent jurisdiction, the remainder shall be deemed severable and shall remain in full force and effect. 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 of this Agreement.
- 14.11. Employment Eligibility Verification. Pursuant to Fla. Stat. § 448.095(5), 120Water 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. 120Water shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. 120Water shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in

- compliance with Fla. Stat. § 448.095. 120Water hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. 120Water shall provide evidence of such registration and compliance, including copies of any subcontract affidavits, upon request by Customer. 120Water acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in the immediate termination of this Agreement without penalty to Customer, and any other remedies available under applicable law.
- 14.12. Scrutinized Companies. In accordance with Fla. Stat. § 287.135, 120Water hereby certifies that neither 120Water nor any subsidiary, parent company, or affiliate of 120Water is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Fla. Stat. § 215.4725. In the event 120Water, or any of its subsidiaries, parent companies, or affiliates, engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the term of this Agreement, 120Water shall immediately notify Customer. 120Water acknowledges that failure to comply with this provision, including any false certification, may subject 120Water to civil penalties, immediate termination of this Agreement without penalty to Customer, and any other remedies available under applicable law.
- 14.13. Public Entity Crime. In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with Customer, 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. 120Water hereby affirms that neither 120Water nor any of 120Water's affiliates or subcontractors are on the convicted vendor list. 120Water shall notify Customer immediately if 120Water, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. 120Water acknowledges that failure to comply with this provision may result in the immediate termination of this Agreement without penalty to Customer, and any other remedies available under applicable law.
- 14.14. Equal Opportunity Employer. 120Water represents and warrants that it is an equal opportunity employer and that it does not and will not discriminate in the recruitment, employment, retention, or promotion of its employees on the basis of an individual's race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other protected classification under federal, state, or local law. 120Water shall ensure that all subcontractors utilized in providing the services required herein will comply with all equal opportunity employment laws, as may be applicable.
- 14.15. Human Trafficking Affidavit. 120Water hereby certifies that 120Water does not use "coercion" for "labor" or "services," as defined in Fla. Stat. § 787.06, and that 120Water has provided to Customer an executed Human Trafficking Affidavit, attached hereto as Exhibit D and incorporated herein, in accordance with Fla. Stat. § 787.06.

- 14.16. Foreign Country of Concern Attestation. If the services performed pursuant to this Agreement grants 120Water access to any individual’s “personal identifying information,” as defined in Fla. Stat. § 501.171, as may be amended, then prior to commencing any services, 120Water agrees to provide Customer with an executed “Foreign Country of Concern Attestation” form, which will be made available to 120Water upon request to Customer. Through this attestation, 120Water affirms that it is not owned, controlled, organized under, or primarily operating in a Foreign Country of Concern, as required by Fla. Stat. § 287.138.

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[SIGNATURE PAGE FOLLOWS]

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

120 Water, Inc.

Craig Herman

By _____

Craig Herman

Print Name _____

CRO

Title _____

06/05/2026

Date _____

Customer:

By _____

Print Name _____

Title _____

Date _____

EXHIBITS A & B (*combined*)
ORDER FORM
&
LSLI SCOPE OF WORK



120Water

Exhibit A & B: 2026 Renewal + Predictive Modeling - City Of Mount Dora, FL

Customer - City of Mount Dora - FL

900 N. Donnelly St., -
Mount Dora, FL 32757
United States

Reference: 20260115-135303676

Quote created: January 15, 2026

Quote expires: July 31, 2026

Quote created by: Sydni Montgomery

Commercial Account Manager
sydni.montgomery@120water.com

Andrew Marsian

marsiana@mountdora.gov
(352) 735-7100 ext. 1835

Comments from Sydni

This document serves as Exhibits A and B as mentioned in the Master Services Agreement.

Products & Services

| Item & Description | Quantity | Unit Price | Term | Total |
|---|----------|-------------------|------|-------------------------------|
| PWS Platform Full PWS application with Inventory, Program and Event Management, Workflows, Communications, and PTD. Includes 120Water Academy access and course credits. | 1 | \$22,200.00 /year | 36 | \$22,200.00 /year for 3 years |

| Item & Description | Quantity | Unit Price | Term | Total |
|---|----------|--------------------|------|--------------------------------|
| <p>LCRI Enhanced Managed Services Package</p> <p>White glove coaching and guidance across the LCRI compliance journey. The Enhanced tier includes a dedicated Customer Success support and monthly readiness planning with an Account Manager. NOTE: Inventory Material Classifications are the responsibility of the water system, but we will work together to identify best practices for identifying those materials.</p> | 1 | \$13,200.00 / year | 36 | \$13,200.00 / year for 3 years |
| <p>First Class - 2 sheets - Page 1 address, Page 2 - 4 available for content</p> <p>First Class Letter - 2 sheets of paper. Up to 3 pages of unique color content sent first-class mail sent via 120Water software. (2 sheets of paper - 1 dedicated cover page; 3 pages of unique content).</p> | 6,107 | \$1.76 / year | 36 | \$10,748.32 / year for 3 years |
| <p>120 Predictive Modeling</p> <p>120 Predictive Modeling uses the country's most comprehensive water system data to pinpoint where lead service lines are most likely located. Must be bundled with PWS Platform and LCRI Enhanced Managed Service.</p> | 1 | \$35,000.00 | 12 | \$35,000.00 for 1 year |
| Annual subtotal | | | | \$46,148.32 |
| One-time subtotal | | | | \$35,000.00 |
| Total | | | | \$81,148.32 |
| Total contract value | | | | \$173,444.96 |

Purchase terms

The renewal of your subscription has a contract start date of 2/22/2026 and will run through 2/21/2029. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date.

Year 1 total: \$81,148.32

- PWS Platform
- LCRI Enhanced
- Predictive Modeling
- First Class Letters

Year 2 total: \$46,148.32

- PWS Platform
- LCRI Enhanced
- First Class Letters

Year 3 total: \$46,148.32

- PWS Platform
- LCRI Enhanced
- First Class Letters

Total Contract Value: \$173,444.96

Letters reflected on this quote/Order Form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

| Rate Card | |
|---|------------|
| First Class Delivery | |
| Letter Type | Unit Price |
| First Class Letter - 2 sheets - Color | \$1.76 |
| First Class Letter - 2 sheets - Black and White | \$1.70 |
| First Class Letter - 3-6 sheets - Color | \$3.17 |
| First Class Letter - 3-6 sheets - Black and White | \$2.12 |
| First Class Letter - 7-10 Sheets - Color | \$9.53 |
| Standard Delivery | |
| Letter Type | Unit Price |
| Standard Letter - 2 sheets - Color | \$1.43 |
| Standard Letter - 2 sheets - Black and White | \$1.34 |
| Standard Letter - 3-6 sheets - Color | \$2.84 |
| Standard Letter - 3-6 sheets - Black and White | \$1.77 |
| Certified Delivery | |
| Letter Type | Unit Price |
| Certified Letter - 3 sheets - Color | \$13.07 |
| Certified Letter - 4-6 sheets - Color | \$14.16 |
| Certified Letter - 7-8 sheets - Color | \$18.87 |

This Order Form, together with the Master Services Agreement, available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized words not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

For Order Form including Products

Unused Products purchased in this Order Form, **including Unused Products purchased prior to the execution of this Order Form**, shall not roll forward to the next Subscription Term unless Customer pays an Inventory Holding Fee of twenty percent (20%) of the purchase price of the Unused Products. This fee shall appear as a separate line item on the Order Form for the next Subscription Term. If Customer does not wish to roll forward Unused Products, such Products will be deemed returned to 120Water and no refund will be provided.

Signature

Signature

Date

Printed name

Questions? Contact me



Sydni Montgomery
Commercial Account Manager
sydni.montgomery@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) sets forth 120Water’s performance objectives for the availability of its hosted software platform (“**120Water Platform**”). While 120Water will not modify this SLA arbitrarily, 120Water may do so from time-to-time (e.g., shifting maintenance hours, changing the support email, etc.), provided that no modification will materially reduce 120Water’s obligations. Should 120Water make a change to this SLA, 120Water shall post the new version on its website (available at <https://www.120water.c>) and the updated version shall be automatically incorporated herein and effective on the date posted.

1. Technical Support. 120Water provides technical support 24/7 by email to support@120water.com, and by telephone at 800-674-7961.
2. Response Time. 120Water endeavors to respond to support requests within 2 hours.
3. 120Water Platform Availability. 120Water will use commercially reasonable efforts to maintain availability of the 120Water Platform for customers’ use 24x7, except in the event of any of the following, during which the 120Water Platform may be partially or totally unavailable:
 - A. **“Scheduled Maintenance”**: Scheduled maintenance, which includes updates and other routine maintenance, will be conducted between 7 p.m. – 2 a.m. (Eastern US Time) weekdays, weekends and/or holidays. However, maintenance may also occur at any other time as is necessary to provide top tier service to 120Water’s customers. 120Water may change planned maintenance windows at its sole discretion and will notify customers of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. 120Water will use commercially reasonable efforts to provide customers with at least 24 hours’ prior notice if Scheduled Maintenance downtime will occur at such other time.
 - B. **“Unscheduled Maintenance”**: Maintenance not previously planned which is needed to resolve issues that are critical for customers and/or performance of the 120Water Platform. 120Water will notify customers when possible via email prior to the unscheduled maintenance. When and where practicable, 120Water will try to conduct unscheduled maintenance between 9:00 p.m. and 2:00 a.m. (Eastern US Time).
 - C. Force Majeure Events (as defined in the Agreement).
 - D. Unauthorized use or misuse of the 120Water Platform by Customer or anyone using any of Customer’s Authorized User’s login credentials.
4. **“Availability Goal”**: 120Water will use commercially reasonable efforts to make the 120Water Platform available 99.5% of the time, measured on an average monthly basis, exclusive of the following:
 - A. The events set forth in Section 1.A-1.D. of this SLA;

- B. Any outage lasting less than 5 minutes;
- C. Any outage 120Water determines to be a result of Customer's breach of the Agreement or other acts or omissions of Customer;
- D. Force Majeure Events, provided that 120Water timely implements its disaster recovery plan; and,
- E. Any outage determined to be a result of a failure of outside services or equipment not within the control of 120Water, including Customer's hardware and software.

**EXHIBIT D
HUMAN TRAFFICKING AFFIDAVIT**

In compliance with Fla. Stat. § 787.06(14), as amended, 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 nongovernmental entity listed below, 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 **120 WATER, INC.** (the “Nongovernmental Entity”), and I am authorized to provide this Affidavit on behalf of the Nongovernmental Entity.
3. The 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.

Craig Herman

Authorized Signature

Craig Herman

Printed Name

120Water, Inc.

Company

CRO

Title

STATE OF Indiana

COUNTY OF Hamilton

The foregoing was sworn to or affirmed before me by means of physical presence or online notarization on this 5th day of Jun 2026, by Craig Herman, who personally swore/affirmed 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 ID as identification.

(stamp)



Leslie Buckner

NOTARY PUBLIC, State of IN



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement with D.E. Scorpio Corporation Construction Manager at Risk Services for Fire Station #34 (Donnelly Street) Administration Building and Alterations

Introduction:

This is a request for Council to approve the agreement with D.E. Scorpio Corporation for Construction Manager at Risk (CMAR) Services for Fire Station #34 (Donnelly Street) Administration Building and Alterations.

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 June 6, 2026, the City Council approved for the City to enter into negotiations with D.E. Scorpio for CMAR services for the Fire Station #34 renovations and Administration Building. The negotiations were completed and D.E. Scorpio submitted a proposed fee for the Preconstruction Phase Services for \$29,760.00.

Budget Impact:

Fire Station #34 Renovation project

- Budgeted amount in FY25-26 Budget (GL #310-5555-580.62-34-FA2407): \$6,541,222

- D.E. Scorpio Preconstruction Services for \$29,760.00

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:

Council approve the agreement with D.E. Scorpio Corporation for Construction Manager at Risk (CMAR) Services for Fire Station #34 (Donnelly Street) Administration Building and Alterations.

Attachment(s):

1. Mount Dora FS #34 Reno & New Admin Bldg Project - Precon Proposal 2026.06.04
2. FINAL CMAR Agreement w DE Scorpio (rgk 6.30.26) (3)

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Joseph Hightower, Fire Chief

Approved - 6/23/2026

Whitney Donovan, Purchasing Coordinator

Approved - 6/25/2026

Matthew Dodson, Budget Officer

Approved - 6/25/2026

Jennifer Gates, Finance Director

Approved - 6/25/2026

City Attorney, City Attorney

Approved - 6/30/2026

Jeanann Hand, City Clerk

Approved - 6/30/2026

Vince Sandersfeld, City Manager

Final Approval - 6/30/2026



3911 W Newberry Road
Gainesville, FL 32607

p. 352.363.6070
f. 352.363.6071

www.scorpioco.com

6/4/2026

Whitney Donovan
Purchasing Coordinator
510 N Baker St Mount Dora, FL 32757

RE: Fire Station #34 Renovation and Construction of New Administrative Building Project

Whitney,

Scorpio is pleased to provide our Preconstruction Services Proposal for this project. Our approach focuses on delivering clear information, reliable cost models, and predictable outcomes so the Owner can make confident, informed decisions throughout design. We partner closely with the Design Team to manage scope, evaluate building systems, identify long-lead items, and align the project with budget and schedule milestones. Through transparent estimating, constructability reviews, and value-focused recommendations, we work to eliminate surprises and establish a well-defined, defensible GMP. Scorpio is committed to providing the industry's best preconstruction services and ensuring this project moves into construction with clarity and certainty.

Scorpio respectfully submits the following proposed fee for the Preconstruction Phase Services identified within this proposal: \$ 29,760.00.

Sincerely,

Kevin Bradford
Associate VP, Preconstruction



3911 W Newberry Road
 Gainesville, FL 32607
 p. 352.363.6070
 f. 352.363.6071
 www.scorpioco.com

PRECONSTRUCTION SERVICES WORKSHEET 6/4/2026

Fire Station #34 Renovation and Construction of New Administrative Building Project

Labor Burden 40%

| 90% Estimate | | | | | | | |
|-------------------|-------------------------|-----------|----------|-------------|--------------|-----------|------------------|
| Staff Name | Title/Responsibility | Base Rate | Burden | Loaded Rate | Hours | Total \$ | |
| Johnathan Wilkes | Project Executive | \$ 115.00 | \$ 46.00 | \$ 161.00 | 4.00 | \$ | 644.00 |
| Blake Hornerbrink | Preconstruction Manager | \$ 80.00 | \$ 32.00 | \$ 112.00 | 60.00 | \$ | 6,720.00 |
| Chris Lewis | Sr. Project Manager | \$ 85.00 | \$ 34.00 | \$ 119.00 | 16.00 | \$ | 1,904.00 |
| Erik McDonald | Sr. Field Manager | \$ 90.00 | \$ 36.00 | \$ 126.00 | 8.00 | \$ | 1,008.00 |
| Shanice Spalding | Accounting | \$ 35.00 | \$ 14.00 | \$ 49.00 | 8.00 | \$ | 392.00 |
| | | | | | 96.00 | \$ | 10,668.00 |

| GMP Development | | | | | | | |
|-------------------|-------------------------|-----------|----------|-------------|---------------|-----------|------------------|
| Staff Name | Title/Responsibility | Base Rate | Burden | Loaded Rate | Hours | Total \$ | |
| Johnathan Wilkes | Project Executive | \$ 115.00 | \$ 44.00 | \$ 154.00 | 4.00 | \$ | 616.00 |
| Blake Hornerbrink | Preconstruction Manager | \$ 80.00 | \$ 32.00 | \$ 112.00 | 95.00 | \$ | 10,640.00 |
| Chris Lewis | Sr. Project Manager | \$ 85.00 | \$ 34.00 | \$ 119.00 | 32.00 | \$ | 3,808.00 |
| Erik McDonald | Sr. Field Manager | \$ 90.00 | \$ 28.00 | \$ 98.00 | 32.00 | \$ | 3,136.00 |
| Shanice Spalding | Accounting | \$ 35.00 | \$ 14.00 | \$ 49.00 | 8.00 | \$ | 392.00 |
| | | | | | 171.00 | \$ | 18,592.00 |

| REIMBURSABLES | | | | | | | |
|---------------|--|--|--|--|--|--------------------------|------------------|
| | | | | | | | Total \$ |
| | | | | | | Advertising | \$ 150.00 |
| | | | | | | Plans and specifications | \$ 300.00 |
| | | | | | | Office supplies | \$ 50.00 |
| | | | | | | | \$ 500.00 |

| DELIVERABLE TOTALS | |
|--------------------|---------------------|
| | Totals |
| 90% Estimate | \$ 10,668.00 |
| GMP DEVELOPMENT | \$ 18,592.00 |
| REIMBURSABLES | \$ 500.00 |
| TOTAL: | \$ 29,760.00 |

**AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK SERVICES
BETWEEN
THE CITY OF MOUNT DORA, FLORIDA,
AND
D.E. SCORPIO CORPORATION**

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**AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES**

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “City”), and **D.E. SCORPIO CORPORATION.**, a Florida profit corporation, with an address of 151 Southhall Lane, Suite 170, Maitland, FL 32751 (the “CM”) (each individually referred to as a “Party” and collectively the “Parties”).

WITNESSETH

WHEREAS, on March 31, 2026, the City issued a Request for Qualifications #26-FD-016, attached hereto as **Exhibit A** and incorporated herein, seeking qualified firms to provide professional construction management services for Fire Station #34 Renovation and Construction of New Administrative Building Projects, located at 1300 N. Donnelly Street, Mount Dora, FL 32757 (the “Project”); and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in the CM’s submittal to RFQ #26-FD-016, attached hereto as **Composite Exhibit B** and incorporated herein, the City has selected the CM for award; and

WHEREAS, the City desires to engage the CM to provide those professional construction management services as required, and the CM is willing to provide such services under the terms and conditions set forth herein.

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

ARTICLE 1. RECITALS AND DEFINITIONS

- 1.1 Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- 1.2 Definitions.** Each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meanings. Any words not set forth below that are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement.

Agreement means this contract for construction management services between the City and the Construction Manager, including all exhibits and amendments hereto.

Applicable Law means all Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations of any kind governing the Project or the development, approval, construction, use or occupancy of the Project, or any portion thereof.

Architect of Record means the entity that designed the Project and has the rights and authority as assigned in the Contract Documents. Also referred to herein as the “Architect.”

Change Order means a written order to the CM issued after the execution of this Agreement authorizing a change in the Work, the GMP, or the Final Completion date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the construction costs.

City means the City of Mount Dora, Florida. The term “City” shall include the City’s Representative.

City’s Representative means the City’s designated construction project manager, who is Chief Joseph Hightower, or such other individual designated in writing by the City Manager.

Construction Manager or *CM* means D.E. Scorpio Corporation.

Contract Documents means this Agreement, its exhibits and attachments, Project drawings and specifications, and any other documents incorporated herein by reference.

Day means calendar day unless otherwise specifically defined.

Final Completion or *Final Completion Date* means the date reasonably determined by the City when the requirements of Section 227.5 regarding Final Completion have been met.

Governmental Approvals means all permits, fees, licenses, consents, inspections, and other authorizations or approvals necessary for the proper execution and completion of the Services.

Hazardous Materials means (1) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*), as amended, and regulations promulgated thereunder; (2) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*), as amended, and regulations promulgated thereunder; (3) any “hazardous waste” or “hazardous substance” as defined by applicable state laws and regulations, as amended, and regulations promulgated thereunder; and (4) any hazardous, toxic or dangerous waste, substance, or material as defined in any so called “superfund” or “superlien” law or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning such waste, substance, or material.

Master Schedule means the Project schedule prepared by the CM and approved by the City detailing the sequence and time durations for the Work, including any approved revisions or updates thereto.

Notice to Proceed means a written notice from the City directing the CM to proceed with Work which establishes the beginning of the preconstruction or the construction phase of the Project.

Project means Fire Station #34 renovation and construction of new administrative building, including all associated preconstruction planning and/or design services, permitting, construction, and closeout activities.

Project Budget means the total sum of funds allocated by the City for the Project, inclusive of all hard and soft costs, contingencies, and allowances, and constituting the maximum amount available for the Project.

Project Team means the City, the Architect, and the CM.

Punch List means a comprehensive list of items required to render the work complete, satisfactory, and acceptable in accordance with the Contract Documents.

Services means the services to be provided pursuant to the Agreement which shall include the Preconstruction Phase Services and the Construction Phase Services.

Site means the site of the Project.

Site Facilities means tangible personal property, including, but not limited to, trailers, restrooms, computers, and any other equipment deemed necessary for Project execution.

Subcontractor means a person or entity who has a direct contract with the CM to perform a portion of the work or to supply materials and/or equipment. The term “Subcontractor” includes suppliers. Nothing contained in this Agreement shall create any contractual relation between the City and any Subcontractor.

Substantial Completion means the date that the Work (or designated portion thereof) is sufficiently complete in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the City can reasonably occupy or utilize the Project (or designated portion thereof) for its intended use.

Sub-Subcontractor means a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. Nothing contained in this Agreement shall create any contractual relation between the City and any Sub-Subcontractor.

Work means all work done in performance of the Services necessary, at any and all phases of the Agreement, to fully complete the Project.

ARTICLE 2. PROJECT TEAM AND BUDGET; EXTENT OF AGREEMENT

2.1 Project Team. The Project Team shall work jointly during design through final construction completion, including the warranty period. The CM shall communicate through the City, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the City. The CM shall copy the City on all correspondence sent to

or received from any of its consultants of which the City was not copied. The CM shall provide leadership to the Project Team on all matters relating to construction.

2.2 Project Budget. The Project Budget shall be determined by the City, which shall serve as the maximum expenditure for all design/engineering, preconstruction, and construction costs for the Project. The CM shall perform the Services and develop the Guaranteed Maximum Price (the “GMP”) for the construction phase of the Project in a manner that does not exceed the Project Budget, it being understood that the Budget is a fixed not-to-exceed limit and the City shall have no obligation for costs in excess of the Project Budget. The Project Budget shall not be construed as the GMP, which will be offered by separate documentation as outlined in ARTICLE 8 – *Guaranteed Maximum Price for Construction*.

2.3 Extent of Agreement. This Agreement supersedes any prior negotiations, representations, or agreements. Upon execution of this Agreement and the City’s issuance of a Notice to Proceed, the CM shall commence Services for the preconstruction phase of the Project. Upon execution of the Guaranteed Maximum Price (“GMP”) Amendment in accordance with ARTICLE 8 – *Guaranteed Maximum Price of Construction* and the City’s issuance of a Notice to Proceed for construction, the CM shall commence construction phase Services. The parties acknowledge that (i) the CM’s provision of Services for the preconstruction Phase may overlap with the CM’s provision of Services for the construction phase of the Project; (ii) categories of Services provided by the CM during the construction phase may be performed in separate subphases; and (iii) payment to the CM for Services rendered during the construction phase shall be separate from payment for preconstruction Services rendered.

ARTICLE 3. CONSTRUCTION MANAGER’S SERVICES

3.1 Generally. The CM accepts the relationship of trust and confidence established between it and the City by this Agreement. The CM covenants with the City to furnish its best skill and judgment and cooperate with the Architect in furthering the interests of the City. The CM agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Project in the soundest and most expeditious and economical manner, consistent with the interests of the City.

3.2 Project Management Information System.

3.2.1 *Generally.* Upon commencement of preconstruction Services, the CM shall implement and utilize throughout the entirety of the Project all subsystems of the Project Management Information System (“PMIS”). The reports, documents, and data provided through the PMIS shall represent an accurate assessment of the Project’s then-current status and shall provide a sound basis for identifying variances and problems and making management decisions. The CM shall prepare and furnish monthly reports to the City as described in Section 3.2.3 below.

3.2.2 *PMIS Workshops.* If requested by the City, the CM shall provide a comprehensive workshop and, if deemed necessary by the City, additional seminars, for City-designated participants. The workshop and seminar(s) shall: facilitate each participant’s and the City’s Representative’s use and understanding of the PMIS; and establish, with the full concurrence of the City, procedures for accomplishing the management control aspect of the Project.

3.2.3 *Subsystems.* The PMIS shall be described in terms of the following major subsystems:

- A. *Narrative Reporting Subsystem.* The CM shall prepare written narrative reports as outlined in this Section 3.2.3.A. Unless otherwise directed by the City, all such reports shall be in 8.5” x 11” and remitted to the City and the City’s designee(s) monthly. Copies shall be maintained at the Project Site. The narrative reporting subsystem shall include the following reports:
- i. Monthly Executive Summary providing an overview of current and outstanding issues and pending decisions, the primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
 - ii. Monthly Cost Narrative describing the current construction cost estimate and status of the Project.
 - iii. Monthly Scheduling Narrative summarizing the current status of the overall Project schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - iv. Monthly Accounting Narrative describing the current actual costs and payment status of the entire Project, with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.
 - v. Monthly Construction Progress Report summarizing the Work of the various Subcontractors during the construction phase. This report shall include information from the weekly Site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems, and recommendations and plans for the succeeding month.
 - vi. Daily Construction Diary describing events and conditions on the Project Site during the construction phase. A bound copy of the complete Daily Construction Diary shall be submitted to the City at the conclusion of the Project.
- B. *Schedule Control Subsystem.*
- i. *Master Schedule.* As soon as reasonably possible following execution of this Agreement, but not later than thirty (30) days following full execution hereof, the CM shall submit to the City for approval a Master Schedule for the Project, including projected construction commencement date, interim completion dates for each of the phases comprising the Project, and projected Completion Date. The Master Schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Schedule shall be produced and updated monthly throughout the Project. Revisions, activity additions, activity deletions and/or logic changes to the Master Schedule, or any other schedule previously approved by the City, shall not be made without the City’s approval.

- ii. *Construction Schedule.* Within thirty (30) days after the date of the City’s issuance of a Notice to Proceed for construction, the CM shall prepare and electronically submit to the City’s Representative a construction schedule depicting the activities contemplated for Project completion, the sequence that the CM proposes for each such activity to occur, and the duration (dates of commencement and completion, respectively) of each such activity. The City shall determine whether the construction schedule submitted by the CM meets the requirements stated herein and such determination shall be binding on the CM. Failure of the CM to submit a construction schedule as set forth hereinabove shall be sufficient grounds for the City to find the CM in substantial default and certify that sufficient cause exists to terminate this Agreement in accordance with ARTICLE 15 – *Termination* or to withhold payment to the CM until a schedule acceptable to the City is submitted.
- iii. *Updated/Revised Construction Schedule.* The CM shall submit, in duplicate, an updated and/or revised construction schedule at the end of each calendar month until Substantial Completion is obtained. The updated construction schedule shall show the actual progress of the work performed, all events which have affected the progress of the work performed, and all events which will affect the progress of the work to be performed in contrast with the planned progress of such work as depicted on the original construction schedule. Any updates or revisions must show all previous updates and/or revisions to the construction schedules. Failure of the CM to submit an updated and/or revised construction schedule as set forth herein shall be sufficient grounds for the City to find the CM in substantial default and certify that sufficient cause exists to terminate this Agreement in accordance with ARTICLE 15 – *Termination* or to withhold payment to the CM until an updated and/or revised schedule acceptable to the City is submitted. No revisions, activity additions, activity deletions, and/or logic changes shall be made without the City’s approval, which shall not be unreasonably withheld by the City.
- iv. *Other Schedules.* When required by the City, the CM shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:
 - 1. *Subcontractor Construction Schedules.* Upon the award of each subcontract, the CM and the Subcontractor shall jointly develop a schedule that is more detailed than the pre-bid construction schedule included in the specifications, taking into account the work schedule of the other Subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.
 - 2. *Occupancy Schedule.* The Project Team shall jointly develop a detailed plan, which includes procedures for creating Punch List(s), performing final inspections, maintenance training, and turnover procedures, to ensure a

smooth and phased transition from construction to City occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final City occupancy.

- v. *Format.* All schedules will be provided to the City in an electronic format acceptable to the City. The CM will provide the City with the appropriate software, if necessary, to read the data.
- C. *Budget Control Subsystem.* The operation of this subsystem shall provide sufficient timely data and detail to permit the Project Team to control and adjust the Project requirements, needs, materials, equipment, and systems by building and Site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the Project Budget. Requirements of this subsystem include estimate submissions at various phases of the Project, as determined by the City.
- D. *Project Accounting Subsystem.* The operation of this subsystem shall enable the Project Team to plan effectively and to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and accompany each pay request. Project accounting includes the following reports, which together will serve as a basic accounting tool and an audit trail:
 - i. Cost Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved Change Orders for each contract which, when added to the base commitment, will become the total commitment. Pending Change Orders will also be shown to produce the total estimated probable cost to complete the Work.
 - ii. Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
 - iii. Detailed Status Report showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected Change Orders.
 - iv. Cash Flow Spreadsheet showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments, if requested by the City.
 - v. Detailed Schedule of Values shall be maintained as necessary to supplement the operation of the Project Accounting Subsystem. The Detailed Schedule of Values will be used to provide construction cost accountability for general Work

conditions, on-Site reimbursable expenses, and costs requiring accounting needs.

3.3 Project Manual. When directed by the City, the CM shall develop, in coordination with the City, a draft comprehensive Project Manual, which describes the Services, a plan for the control, direction, coordination, and evaluation of work performed, including identification of key personnel and the responsibilities of the CM, the City, and the Architect, work flow diagrams, and the strategy for bidding the work. The Project Manual shall be updated as necessary and subject to the City’s approval throughout the preconstruction and construction phases of the Project. Two (2) copies of the Project Manual, including any updates, shall be submitted to the City and the Architect at the conclusion of the Project. The Project Manual shall include, at a minimum, the following sections:

- 3.3.1 “Project Definition” generally describing the known characteristics of the Project or sub-projects to provide the participants a basic understanding of the Project or sub-projects.
- 3.3.2 “Project Goals” defining the schedule, the budget, and physical, technical, and other objectives for the Project.
- 3.3.3 “Project Strategy” providing a narrative description of the Project delivery methods being utilized to accomplish the Project goals.
- 3.3.4 “Project Work Plan” showing a matrix of the program of work to be performed by the CM, the Architect, and the City during each phase of the Project.
- 3.3.5 “Project Organization” showing a summary organization chart depicting the interrelationships between the City, the Architect and the CM, as well as other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the CM, the Architect, and the City, showing the organizational elements participating in the Project.
- 3.3.6 “Responsibility Performance Chart” providing a detailed matrix outlining the specific responsibilities and interrelationships of the City, the Architect, and the CM. The Responsibility Performance Chart shall indicate “major responsibility” and “minor responsibility” for each specific task required to deliver the Project. The CM shall also develop a Responsibility Performance Chart for the CM’s own personnel who are assigned to the Project, as well as for the personnel of the City and Architect based on information provided by each.
- 3.3.7 “Flow Diagrams” including charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress, and change orders for the Project.
- 3.3.8 “Written Procedures” outlining the procedures for communicating and coordination required between the Project Team members throughout the Project. The Written Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

3.4 Design Review and Recommendations. Services provided by the CM during the preconstruction Phase shall include, without limitation, the following:

- 3.4.1 *Preliminary Evaluation.* The CM shall provide a preliminary evaluation of the City’s Project, schedule, and budget requirements, each in terms of the other.
- 3.4.2 *Consultation.* The CM shall jointly schedule and attend regular meetings with the City and Architect. The CM shall consult with the City on proposed Site use and improvements, selection of materials, building systems, and equipment. The CM shall also provide recommendations to the City and Architect, consistent with Project requirements, on: construction feasibility; availability of materials and labor; time requirements for procurement, installation, and construction; prefabrication; and factors related to construction costs, including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
- 3.4.3 *Phased Construction.* The CM, in consultation with the Architect, shall make recommendations to the City regarding the phased issuance of drawings and specifications to facilitate phased construction of the Project, taking into consideration such factors as cost reductions, cost information, constructability, availability of labor and materials, provisions for temporary Site Facilities, and construction scheduling issues.
- 3.4.4 *Review Reports.*
- A. Within thirty (30) days after receiving the plans and specifications for each phase of the Project, the CM shall conduct a comprehensive review focusing on factors of a nature encompassed in Sections 3.4.1 – *Preliminary Evaluation* and 3.4.2 – *Consultation* above and on factors set out in Section 3.4.7 – *Interfacing* below. Promptly after completing the review, the CM shall submit to the City and Architect a written report covering: suggestions and/or recommendations previously submitted, additional suggestions and/or recommendations as the CM may deem appropriate, and all actions taken by the Architect with respect to same; any comments the CM may deem appropriate with respect to separating the work into separate contracts or utilizing alternative materials; and all comments contemplated under Section 3.4.7 – *Interfacing* below.
 - B. The CM shall review the plans and specifications and provide recommendations based upon the standard of care ordinarily exercised by an experienced construction manager. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City and City’s professional consultants. The CM shall not assume in any way the responsibilities of the Architect; in particular, the responsibility of assuring that the drawings and specifications, which shall be identified prior to the time the GMP is determined, are in accordance with Applicable Laws; however, in the event the CM identifies portions of the drawings and specifications that are inconsistent with any Applicable Laws, the CM shall promptly notify the City and Architect in writing.
- 3.4.5 *Long-Lead Procurement.* The CM shall review the design for the purpose of identifying long-lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the CM shall notify the Subcontractors, the Architect, and the City of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. The CM shall keep itself

informed of the progress of the respective Subcontractors and advise the Architect and City of any problems or prospective delay in delivery. The CM may recommend to the City a schedule for procurement of the long-lead-time items, which will constitute part of the Services, as required to meet the Master Project Schedule. If such long-lead-time items are procured by the City, they shall be procured on terms and conditions acceptable to the CM. Upon the City's acceptance of the CM's GMP proposal, all contracts for such items shall be assigned by the City to the CM, who shall accept responsibility for such items as if procured by the CM. The CM shall assist in expediting the delivery of long-lead-time items.

3.4.6 *Separate Contracts Planning.* Upon request by the City, the CM shall review, without assuming any design responsibilities, the design plans with the Architect and make recommendations to the City with respect to dividing the work in such manner as will permit the CM to take bids and award separate construction subcontracts on the current schedule while the design is being completed. The CM shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City.

3.4.7 *Interfacing.*

- A. The CM shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long-lead items, the separate construction subcontracts, and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to ensuring that each bid package clearly identifies the scope of the work included in that particular subcontract, its schedule for start and completion, and its relationship to other separate subcontracts.
- B. Without assuming any design responsibilities of the Architect, the CM shall include in the reports required under Section 3.4.4 – *Review Reports* comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, so the City may arrange for necessary corrections.

3.4.8 *Site Facilities.* The CM shall arrange for all Site Facilities necessary to enable the CM, and the City's Representative to perform their respective duties in the management, inspection, and supervision of the Project.

- A. When Site Facilities are intended to become the property of the City upon Project completion, the CM shall evaluate the most cost-effective method of acquisition, taking into consideration the total cost over the life of the Project. Unless otherwise waived by the City, the CM shall obtain no fewer than three (3) proposals for leasing and three (3) proposals for purchasing each item and determine which option offers the lowest cost over its anticipated usage period. The CM shall then provide the City with a detailed analysis and recommendation for approval. Upon City's approval for

purchase, the CM shall retain possession of the Site Facilities until the conclusion of the Project. Reimbursement for the cost of such Facilities will be based on the documented purchase price and will occur upon Project completion. At Project completion, the CM shall provide the City with a comprehensive inventory of all purchased equipment, including detailed description, purchase price, serial number, model number, and condition for each unit. For any equipment requiring a title, the title shall be duly transferred to the City or the City's designee at Project completion.

- B. If the CM proposes supplying Site Facilities from its own equipment pool, the CM must first conduct a buy-versus-lease evaluation as outlined in Section 3.4.8.A above. Should leasing prove to be the most cost-effective option, the CM may lease such Site Facilities from its own equipment pool at a rate not exceeding the lowest lease rate of the proposals obtained during the evaluation process.
- C. The CM shall ensure the proper care, maintenance, and condition of all equipment while under the CM's control. Upon transfer pursuant to Section 3.4.8.A above, the City reserves the right to refuse acceptance of any equipment if the City determines, in its reasonable discretion, that the equipment has not been adequately maintained. In such event, the CM shall reimburse the City for the cost of the rejected equipment if it has previously been paid for by the City.

3.4.9 *Weather Protection.* The CM shall evaluate the need for temporary enclosures of building areas to ensure the orderly progress of the work during periods when extreme weather conditions are anticipated. The CM shall assess the feasibility of providing such enclosures and submit recommendations to the Project Team regarding the specific requirements and the contracts under which they should be included. The CM bears full responsibility for implementing and maintaining all necessary weather protection measures to safeguard construction against normal adverse weather conditions.

3.4.10 *Market Analysis and Stimulation of Bidder Interest.*

- A. The CM shall: (i) monitor conditions in the construction market to identify factors that may affect costs and time for completing the Project; (ii) analyze the availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material; and (iii) make appropriate recommendations to the City with respect to long-lead procurement; separation of construction into bid packages; sequencing of Work; use of alternative materials, equipment, methods; other economics in design or construction; and any other matters that will promote cost savings and completion within the scheduled time.
- B. Within thirty (30) days after receiving the Notice to Proceed, the CM shall submit to the City a written "Construction Market Analysis and Prospective Bidders Report" containing recommendations and detailed information regarding prospective bidders. As individual bid packages are finalized and prepared for bidding, the CM shall provide the City with a comprehensive list of potential bidders.
- C. The CM shall actively promote bidder interest within the local marketplace, taking measures to identify qualified candidates and foster competitive participation in the

bidding process. The CM shall also ensure these prospective bidders are fully informed of the Project's requirements and expectations.

3.5 Construction Phase.

- 3.5.1 *Construction Manager's Staff.* The CM shall maintain sufficient off-Site support staff and competent, full-time staff at the Project Site. This on-Site staff shall be authorized to act on behalf of the CM to coordinate, inspect, and oversee the work and progress of the Subcontractors. The CM shall provide, at a minimum, the personnel specified for each phase of construction at the time the GMP is established. The CM may not replace any personnel named at the time the GMP is established unless mutually agreed to by the City and CM. In such cases, the City reserves the right to approve any proposed replacement personnel, with such approval not being unreasonably withheld.
- 3.5.2 *Lines of Authority.* The CM shall establish and maintain clear lines of authority for its personnel and shall communicate this organizational structure to the City and all other relevant parties, including, but not limited to, code inspectors from the permitting authority, Subcontractors, the Architect, and the City's designated representatives. This structure is intended to facilitate effective coordination and oversight of the work and progress across various phases and Subcontractors. While the City and the Architect may attend meetings between the CM and its Subcontractors, such attendance shall not diminish the CM's authority or responsibility for the management and administrator of Subcontractors.
- 3.5.3 *Project Manual Provisions; Schedule.*
- A. If required, the Project Manual shall be developed in a format acceptable to the City and updated as required by Section 3.3 – *Project Manual* above. The Project Manual shall be expanded for the construction phase to include the respective milestones, commencement and finishing dates, and identification of Subcontractor responsibilities for performance.
 - B. The CM shall continue to provide regular updates on scheduling, progress, and projected timelines. The CM shall also be responsible for managing performance and ensuring effective coordination and communication between the CM and Subcontractors to facilitate the smooth and efficient execution of construction work.
 - C. If directed by the City, the CM shall conduct monthly on-Site meetings with the Project Team to review progress, discuss problems and solutions, and coordinate future Work with all Subcontractors. The CM shall provide the City, the Architect, and any other relevant party as determined by the City, at least one weeks' notice of any scheduled meetings or inspections, unless such notice is made impossible by conditions beyond the control of the CM.
- 3.5.4 *Solicitation of Bids.* The CM shall prepare solicitations for the procurement of: (A) long-lead items; (B) materials and services; (C) Subcontractors; and (D) Site utilities, in accordance with ARTICLE 6 – *Subcontracts and Other Agreements*.
- 3.5.5 *Bonds.* In accordance with the provisions of § 255.05, *Florida Statutes*, the CM shall provide to the City, on forms furnished by the City, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond

each in an amount not less than the total GMP as defined in ARTICLE 8 – *Guaranteed Maximum Price for Construction*. To be acceptable to the City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions.

- A. The Surety Company shall have a valid Certificate of Authority issued by the State of Florida’s Department of Insurance authorizing the Company to write surety bonds in the State of Florida.
- B. The Surety Company shall have a valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S. Code §§ 9304 - 9308.
- C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.
- E. The Surety Company shall have at least the following minimum ratings in the latest issue of Best’s Key Rating Guide:

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

3.5.6 *Quality Control*. The CM shall implement and maintain a quality control program reasonably acceptable to the City and Architect, consistent with the Contract Documents and the standard of care ordinarily exercised by experienced CMs on similar public projects, to promote compliance of the Work with the Contract Documents. The CM shall oversee, coordinate, and supervise the Work of all Subcontractors and shall direct the correction of Work that the CM knows, or reasonably should know, does not conform to the approved plans and specifications. The CM shall maintain appropriate supervision and coordination with Subcontractors to facilitate timely correction of nonconforming Work. In the event of a disagreement between the CM, the City, and/or the Architect regarding the acceptability of the Work or compliance with the Contract Documents, the

Architect shall render an initial determination, subject to the City's rights under this Agreement and any applicable dispute resolution procedures.

3.5.7 *Subcontractor Interfacing.* The CM shall be the single point of interface with all Subcontractors. The CM shall negotiate all Change Orders, field orders, and requests for proposals with the affected Subcontractors. The CM shall review the associated costs and provide recommendations to the City and Architect regarding their validity and reasonableness. Before any work begins on any Subcontractor Change Order, a written authorization from the City must be issued; however, when health and safety are threatened, the CM shall act immediately to remove the threat. The CM shall also carefully review all shop drawings and then forward the same to the Architect for review and action. The Architect will transmit the shop drawings back to the CM who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The CM shall maintain a suspense control system to promote expeditious handling. The CM shall request the Architect to make interpretations of the drawings or specifications requested by the Subcontractors and shall maintain a suspense control system to promote timely response. The CM shall advise the City when timely response is not occurring on any of the above.

3.5.8 *Site Requirements.*

- A. The CM shall provide for each of the following activities:
- i. Maintain a log of daily activities, including manpower records, weather, major decisions, delays, *etc.*
 - ii. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
 - iii. Establish and enforce job rules governing parking, clean-up, use of Site Facilities, and worker discipline.
 - iv. Provide labor relations management for a harmonious, productive Project.
 - v. Provide a safety program for the Project to meet Occupational Safety and Health Administration (OSHA) requirements. Monitor for Subcontractor compliance without relieving any Subcontractor of responsibilities to perform Work in accordance with the best acceptable practices.
 - vi. Provide a quality control program as developed under Section 3.5.6 – *Quality Control* above.
 - vii. Provide miscellaneous office supplies which are used by the CM's own forces to support the construction efforts.
 - viii. Provide for travel to and from the CM's home office to the Site, as required by the Project.
- B. The CM shall provide personnel and equipment or shall arrange for separate Subcontractors to provide the following:
- i. Schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.

- ii. The printing and distribution of all required bidding documents and shop drawings, including any sets required by the applicable permitting authority's inspectors.

3.5.9 *Site Administration.* The CM shall provide administrative functions during construction to ensure proper documentation, including, but not limited to, the following:

- A. *Site Meetings.* The CM shall hold periodic progress and coordination meetings to facilitate the efficient execution of the Project. During these meetings, the CM shall implement and oversee the procedures to ensure timely submittals; expedite the review and approval process for shop drawings and samples; coordinate and expedite the procurement of critical materials, work sequences, inspections, testing, and labor allocation; evaluate and coordinate the work of all Subcontractors on the Project; review and revise the Project Schedule; and monitor and promote safe work conditions. During the meetings, the CM shall identify the parties responsible for addressing any problems, delay items, or unresolved questions, and document the planned course of action for resolution. Each pending item shall be revisited in subsequent meetings until a resolution is achieved. The CM shall require all attendees to disclose any problems or delays impacting the Project during the meeting to ensure the problems receive appropriate attention and timely resolution.
- B. *Shop Drawing Submittals & Approvals.* The CM shall provide qualified staff to review shop drawings and implement procedures for their submission and transmittal to the Engineer for review and action. The CM and/or designated staff shall closely monitor the submittal and approval process to ensure timely completion and adherence to the Project Schedule.
- C. *Material and Equipment Expediting.* The CM shall provide qualified staff to monitor material and equipment deliveries and verifiable oversight procedures for supplier commitments.
- D. *Payments to Subcontractors.* The CM shall develop and implement a verifiable procedure for the review, processing, and payment of applications by Subcontractors for progress and final payments.
- E. *Document Interpretation.* The CM shall refer all questions regarding the interpretation of any documents prepared by the Architect to the Architect.
- F. *Reports and Project Site Documents.* The CM shall document the Project's progress, including information on the Subcontractor's work and the percentage of completion, and submit written progress reports to the City and the Engineer. The CM shall also keep a daily log that is readily available to the City, Engineer, and/or any permitting authority inspectors upon request.
- G. *Subcontractor Progress.* The CM shall prepare Punch Lists for Subcontractor work as appropriate, which includes unsatisfactory or incomplete items, and completion schedules for the items.
- H. *Start-Up.* In coordination with the City's personnel, the CM shall oversee the inspection and assessment of all utilities, operations, systems, and equipment to ensure readiness for operation. This includes assisting Subcontractors with the initial

start-up and testing procedures to confirm proper functionality and compliance with Project requirements.

- I. *Record Drawings.* The CM shall monitor the progress of the CM’s own personnel and Subcontractors, accurately recording any deviations or modifications from the original contract drawings on annotated field prints. Upon completion of the Project, the CM shall submit the annotated field prints to the Engineer, through the City, for the Engineer’s preparation of final record (“as-built”) drawings.

3.5.10 *Administrative Records.* Unless waived by the City, the CM shall maintain at the Site current Project files and records, which shall be available at all times to the City and/or Architect for reference or review. Such Project files and records, include, but are not limited to the following (as may be applicable):

- A. Contracts or Purchase Orders
- B. ARRA/Build America Bonds Compliance Documentation
- C. Shop Drawing Submittals and Approval Logs
- D. Equipment Purchase/Delivery Logs
- E. Contract Drawings and Specifications with Addenda
- F. Warranties and Guarantees
- G. Cost Accounting Records
- H. Labor Costs
- I. Materials Costs
- J. Equipment Costs
- K. Cost Proposal Requests
- L. Payment Request Records
- M. Meeting Minutes
- N. Cost-Estimates
- O. Bulletin Quotations
- P. Lab Test Reports
- Q. Insurance Certificates and Bonds
- R. Contract Changes
- S. Purchase Orders
- T. Materials Purchase Delivery Logs
- U. Technical Standards
- V. Design Handbooks
- W. “As Built” Marked Prints
- X. Operating & Maintenance Instruction
- Y. Daily Progress Reports
- Z. Monthly Progress Reports
- AA. Correspondence Files
- BB. Transmittal Records
- CC. Inspection Reports
- DD. Bid/Award Information
- EE. Bid Analysis and Negotiations
- FF. Punch Lists
- GG. PMIS Schedule and Updates
- HH. Suspense (Tickler) Files of Outstanding Requirements
- II. Project Manual
- JJ. Job Photographs

3.5.11 *Facilitate Occupancy.* The City will not occupy or take control of the Project or portions thereof until the following items have been completed, and the Project has been declared Substantially Complete by the Architect in accordance with ARTICLE

7 – *Schedule; Completion Dates; Liquidated Damages* and any applicable permitting authorities. The CM shall:

- A. Provide consultation and project management to facilitate City occupancy and provide transitional services to get the Project completed in such a manner as to satisfy the City’s operational requirements.
 - B. Conduct the preliminary Punch List inspection and coordinate the completion of all outstanding Punch List work with City occupancy requirements in mind.
 - C. Secure all required guarantees and warranties and, upon Final Completion of the Project, assemble and deliver the same to the City in a manner that will facilitate maximum enforcement and ensure meaningful implementation.
- 3.5.12 *Warranties.* The CM warrants to the City and Architect that all materials and equipment furnished under this Agreement shall be new and of good quality, free from improper workmanship and defective materials, and in strict conformance with the Contract Documents and applicable law. All materials and equipment not conforming to these requirements shall be deemed nonconforming work and must be corrected or replaced. For a period of one (1) year after the Substantial Completion Date, or for such longer special warranty period(s) as may be set forth in the Contract Documents, the CM and/or appropriate Subcontractors shall be obligated to return to the Site and replace or repair any defective or non-conforming work identified by the City. The City shall promptly give written notice to the CM upon discovering or being made aware of a defect or nonconforming work. If the CM fails to correct the defect or nonconforming work within a reasonable time after the City provides notice thereof, the City may correct the condition in accordance with ARTICLE 15 – *Termination*.
- 3.5.13 *Lien-Free Construction.* All construction services provided by the CM or any of the Subcontractors shall be accomplished in a manner that results in no liens, claims, or encumbrances being imposed against the Project.
- 3.5.14 *Continuing the Work.* The CM shall carry on the work and maintain the applicable progress schedule during disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and the CM may otherwise agree in writing. Except as may be otherwise provided in ARTICLE 15 – *Termination* suspension of the work or portion thereof by the CM without written consent shall entitle the City to terminate this Agreement for cause.
- 3.5.15 *Site Investigations.* The CM accepts responsibility for conditions reasonably discoverable through a reasonable Site visit and ordinary observation. The CM does not waive entitlement to an equitable adjustment for concealed or latent subsurface/physical conditions that differ materially from: (A) the Contract Documents or (B) conditions ordinarily encountered for work of this character, subject to the notice and claim procedures in this Agreement.
- 3.5.16 *Hazardous Materials.* The CM shall be responsible for complying with any requirements included in the Contract Documents pertaining to Hazardous Materials

or substances. If the CM encounters any pre-existing Hazardous Material which is not addressed in the Contract Documents, the CM shall immediately cause all work within the affected area to cease and provide the City with a written report of the condition. Upon the CM's notice, the City shall engage a licensed laboratory reasonably acceptable to the CM to confirm whether the reported Hazardous Material is present. If confirmed, the City shall be responsible for causing the removal and/or abatement of the Hazardous Material. The CM may request copies of testing reports produced by the laboratory verifying the remediation and/or removal of such Hazardous Material. Work in the affected area shall resume upon written agreement between the City and the CM. The schedule may be extended and/or GMP increased by Change Order in accordance with ARTICLE 11 – *Changes in the Work* to reflect the actual delays resulting from encountering any pre-existing Hazardous Material and the reasonable and actual cost associated therewith. Any such time delays and associated costs must be substantiated by the CM through a detailed analysis of the network schedule.

ARTICLE 4. CITY'S RESPONSIBILITIES

- 4.1 City's Representative.** The City's Representative, as defined in Section 1.2 above, is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously so as to avoid unreasonable delay in the CM's Services or completion of the Project.
- 4.2 Information and Services.** The City shall furnish at its expense the services, information, surveys, and reports required under this Section 4.2 with reasonable promptness. The CM shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the work.
- 4.2.1 *Funding.* Upon the CM's request, the City shall furnish evidence reasonably satisfactory to the CM that sufficient funds will be available and committed for the cost of each phase of the Project. The CM shall not commence any Services unless and until receiving written authorization to proceed from the City.
- 4.2.2 *Site Survey and Reports.* If deemed necessary by the Parties, the City shall provide surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, and utility locations for the Site of the Project, and a written legal description of the Site.
- 4.2.3 *Drawings and Specifications.* Unless otherwise provided in the Contract Documents, the City shall furnish to the CM at least one (1) copy of the drawings and specifications for purposes of making reproductions.
- 4.2.4 *Legal Services.* The City shall furnish such legal services as may be necessary for providing the items set forth in Section 4.3 below and such auditing services as may be required.

- 4.3 **Approvals and Easements.** The City shall pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.
- 4.4 **Lines of Communication.** The City and the Architect shall communicate with the CM's Subcontractors only through the CM.
- 4.5 **Lines of Authority.** The City shall establish and maintain lines of authority for its personnel and shall provide communicate the lines of authority to the CM.
- 4.6 **Architect's Agreement.** The City shall retain an Architect for design and to prepare Construction Documents for the Project. The City shall provide the CM with a copy of the scope of services in the executed agreement between the City and the Architect, and any further modifications to the respective scope of services in the agreements.
- 4.7 **Permitting and Code Inspections.** The CM shall recognize and fully cooperate and coordinate with the applicable permitting authorities throughout the Project.

ARTICLE 5. GOVERNMENTAL APPROVALS AND APPLICABLE LAWS

- 5.1 Unless otherwise provided in the Contract Documents, the CM shall secure or cause the appropriate parties to secure, at the CM's expense, all Governmental Approvals.
- 5.2 The CM shall comply with, and shall cause all Subcontractors to comply with, Applicable Laws in performing the Services under this Agreement. Unless otherwise provided in the Contract Documents, the CM shall bear no responsibility for determining whether the Contract Documents are in accordance with Applicable Laws; however, if the CM observes that any Contract Document, or portion thereof, is inconsistent therewith, the CM shall promptly provide written notice to the Engineer and City.
- 5.3 If the CM knowingly provides any Services or causes or allows any work to be performed that is contrary to Applicable Laws, the CM shall assume full responsibility for such Services or work and shall bear all costs attributable to correction, including, but not limited to, costs for reinspection of repaired or corrected work.

ARTICLE 6. SUBCONTRACTS AND OTHER AGREEMENTS

- 6.1 **Bids.** In accordance with Section 3.5.4 – *Solicitation of Bids*, the CM shall request and receive bids from Subcontractors and will award, subject to the City's prior written approval, subcontracts to the most responsive and responsible bidder. Such bids shall be prepared in accordance with the following guidelines:
 - 6.1.1 The CM shall obtain bids from Subcontractors who are qualified to perform the portion of the work or provide the requested materials in accordance with the requirements of the Contract Documents. The CM shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the CM shall notify the City in writing as to the reason and offer suggestions, if any, to create trade interest.

- 6.1.2 The CM shall be responsible for coordinating with the Architect to gather and organize all necessary information and documents related to each individual bid package. As part of such preparation, the CM shall review the specifications and drawings prepared by the Architect. Ambiguities, conflicts, or vague language, use of illegally restrictive requirements, and any other defects in the specifications or drawings shall be brought to the attention of the City and the Architect in written form.
 - 6.1.3 The CM shall transmit all questions and/or requests for clarification of the bid documents to the City and prepare and issue addenda as may be necessary.
 - 6.1.4 The CM shall deliver all Subcontractor submittals, along with recommendation for award(s), to the City for the City’s review and approval.
- 6.2 CM’s Self-Performed Trade Work.** The CM shall only be permitted to self-perform trade work on the Project upon the City’s determination that the CM provides the best value for performance of, and has awarded, such trade Work to the CM after evaluating competitive bids in accordance with this Agreement and any Applicable Laws. If the CM is permitted by the City to submit a bid to self-perform any elements of the Work, the CM shall submit its sealed bid to the City at least twenty-four (24) hours before the published deadline for submission of subcontract bids for such Work. No self-performed trade work may proceed without the City’s prior written approval, which may be granted through written authorization, memorandum, determination, or other written instrument executed by the City Manager and identifying the approved scope and pricing methodology. City approval of self-performed trade work shall not require a contract amendment unless such approval increases the Guaranteed Maximum Price or otherwise modifies material term(s) of this Agreement.
- 6.3 Flow Down Obligations.** The CM shall require in all subcontracts that the Subcontractor assume toward the CM all the obligations and responsibilities which the CM assumes toward the City and the Architect under this Agreement. Said subcontracts shall preserve and protect the rights of the City and the Architect under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the CM shall require each Subcontractor to enter into similar agreements with any Sub-Subcontractor(s). Prior to the execution of a subcontract, the CM shall make available to each proposed Subcontractor a copy of the relevant Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with Contract Documents. Each Subcontractor shall similarly make copies of such documents available to their Sub-Subcontractors.
- 6.4 Subcontract Requirements.** All subcontracts shall include:
- 6.4.1 **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY** provision specifying that the Subcontractor’s exclusive remedy for delays in the performance of the subcontracted work caused by events beyond the Subcontractor’s control, including delays claimed to be caused or attributable by the City or the Architect and claims based on breach of contract or negligence shall be an extension of the Subcontractor’s contract time.

- 6.4.2 That in the event of a change in the scope of the work, the Subcontractor’s claim for adjustments to the subcontract price is limited exclusively to its actual costs for such changes plus a set not-to-exceed percentage for overhead and profit and bond costs.
- 6.4.3 That the Subcontractor expressly agrees that the foregoing constitutes the sole and exclusive remedies for delays and changes in the work and thus eliminates any other remedies or claims for any increase in the subcontract price, damages, losses, or additional compensation.
- 6.4.4 That any claims by the Subcontractor for delay or additional cost must be submitted to the CM within the timeframe and in the manner in which the CM must submit such claims to the City, and that the Subcontractor’s failure to comply with the conditions for providing notice and submitting claims shall result in the waiver of such claims.

ARTICLE 7. SCHEDULE; COMPLETION DATES; LIQUIDATED DAMAGES

- 7.1 **Schedule.** The Project Team shall establish a finalized Substantial Completion Date and Final Completion Date on or before the latest execution date of the GMP Amendment by the signatories thereto.
- 7.2 **Time of the Essence.** Timely performance of the Services is “of the essence” of this Agreement. This “time of the essence” requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion Date set forth in this Agreement and in the Master Schedule.
- 7.3 **Substantial Completion Requirements.** The Work shall be deemed to have attained Substantial Completion when the Project (or any designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Project for its intended use and the City receives written notice from the City’s Representative that all of the following conditions have been met:
 - 7.3.1 Only Punch List items remain incomplete.
 - 7.3.2 All necessary lien waivers and releases for all Work through Substantial Completion shall have been received from the CM, all Subcontractors, and all Sub-subcontractors, but only to the extent that the corresponding payments have been made by the City.
 - 7.3.3 The appropriate Project Team member(s) shall have issued a Certificate of Substantial Completion covering the Project, if required by the City.
 - 7.3.4 A temporary Certificate of Occupancy from the appropriate Governmental Authorities has been issued, if applicable.
 - 7.3.5 Any other requirements set forth in this Agreement or the Contract Documents have been attained.
- 7.4 **Punch List.**
 - 7.4.1 The CM shall coordinate with the City and the Architect to prepare a Punch List of incomplete or corrective items and an agreed estimated cost to complete each item. In preparing the Punch List, the CM shall: (A) perform a preliminary inspection and

prepare a proposed list of items; (B) provide a good faith itemized estimate of the cost to complete each item; and (C) participate in joint verification and reconciliation of the Punch List. The Punch List shall be developed and agreed within forty-five (45) calendar days of the Substantial Completion Date.

7.4.2 The City shall issue the finalized Punch List to the CM within five (5) calendar days after completion of the development and review process described in Section 7.4.1 above. The failure to include any item on the Punch List shall not relieve the CM of its obligation to complete all work in accordance with the Contract Documents.

7.5 Final Completion Requirements. The Final Completion Date shall be no earlier than thirty (30) days after delivery of the Punch List. The CM shall monitor Subcontractor performance on the completion of the Project and provide notice to the City and Architect that the work is ready for final inspection. The Work shall be deemed to have attained Final Completion on the date the City receives evidence satisfactory to the City that:

7.5.1 All Work (including all items set forth on the Punch List), has been fully and satisfactorily completed in a good and workmanlike manner; in conformance with the Contract Documents; and in full compliance with Applicable Law and the requirements of Governmental Authorities, including all required sign-offs within the CM's control.

7.5.2 All final certificates of approval relating to the Work have been received.

7.5.3 All required receipts, general releases, final waivers of lien and releases, guarantees, warranties, as-built drawings, operating and maintenance manuals, keys, and any other items or documents required by the Contract Documents shall have been issued and delivered to the City.

7.5.4 A permanent Certificate of Occupancy has been issued, or its issuance is outside the reasonable control of Contractor.

7.5.5 A final invoice/application for payment has been submitted by the CM and review and approved by the City and/or the Engineer.

7.5.6 Any other requirements set forth in this Agreement or the Contract Documents.

7.6 Liquidated Damages. The City and the CM agree that time is of the essence and that the City will suffer financial loss if the Project is not substantially completed by the Substantial Completion Date, as said Date may be adjusted as provided for herein. For this reason, and because of the difficulty of accurately proving loss and the non-feasibility of obtaining an adequate remedy, in the event the CM fails to substantially complete the work by the Substantial Completion Date, the City shall be entitled to assess, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) for each calendar day until Substantial Completion is achieved. The CM hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if the CM fails to substantially complete the Project in a timely manner.

ARTICLE 8. GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 8.1 Establishing the GMP.** At a time to be mutually agreed upon by the City and the CM, the CM shall submit its Guaranteed Maximum Price proposal to the City's to perform the Services and Work described herein. The GMP proposal shall identify the basis upon which the proposed Guaranteed Maximum Price is formulated and shall include a list of the drawings and specifications, including all addenda thereto, and any general, supplementary, and other conditions which were used in preparation of the GMP proposal and on which the GMP is based; qualifications and assumptions; allowances and a statement of their basis; provided, however, that only such allowances as are agreed to by the City shall be included; the proposed GMP, including a breakdown of the cost estimates of items and fees that comprise the GMP; contingency; and the anticipated date of Substantial Completion. The CM shall be entitled to use the contingency for any unexpected or unforeseen costs incurred by the CM for the Project and which would not otherwise entitle the CM to an adjustment of the GMP under any other provision in this Agreement. Once established, the GMP shall be documented via GMP Amendment executed by the parties and attached to this Agreement as an exhibit. Thereafter, the parties agree that for wherever the term "Guaranteed Maximum Price" or "GMP" appears herein, such term shall mean and refer to the GMP amount set forth in the GMP Amendment.
- 8.2 Contingency.** Expenditure of contingency funds by the CM shall be done only with the City's prior written approval. The CM shall furnish documentation evidencing expenditures charged to the contingency prior to the release of funds by the City. Documentation for use of the CM's contingency shall be determined by the Project Team and displayed monthly in the PMIS. The Architect shall verify the actual costs. If there are funds remaining in the CM's contingency at the conclusion of the Project, said funds will be returned to the City through a deductive Change Order.
- 8.2.1 When the Project is bid and one hundred percent (100%) of the subcontracts have been executed, the CM's contingency may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the City requests that the CM's contingency be adjusted, then ten percent (10%) of the CM's contingency will be removed from the GMP by Change Order up to a maximum of fifty percent (50%) of the initial GMP contingency value.
- 8.2.2 During the buyout period of the subcontracts, at a point mutually agreed upon between the City and the CM, the actual Subcontractor costs (buyout) will be reviewed. If the total buyout exceeds the budgeted amount, the difference shall be drawn from the contingency; however, such events shall not result in an increase in the GMP. If the total buyout results in cost savings, those savings will be allocated to the contingency.

ARTICLE 9. CONSTRUCTION MANAGER'S COMPENSATION

- 9.1 Compensation.** In consideration of the performance of the Agreement, the City agrees to compensate the CM with the fees as set forth herein.

9.2 Preconstruction Services Fee. The City shall pay the CM a fixed fee of Twenty-Nine Thousand-Seven-Hundred-Sixty-Dollars (\$29,760.00) for Services rendered during the preconstruction Phase (the “**Preconstruction Services Fee**”). The Preconstruction Services Fee constitutes full compensation for all services, labor, personnel, supervision, overhead, administrative expenses, and costs incurred by the CM in the performance of the Preconstruction Services. Such Preconstruction Services includes, without limitation, Project coordination, preliminary cost estimates, design and constructability reviews, scheduling, Subcontractor outreach, as more fully set forth in **Exhibit A and Composite Exhibit B** attached hereto. Except as expressly authorized in this Agreement, no cost associated with the performance of preconstruction Services shall be separately reimbursable or included in the Cost of the Work, as defined in Section 9.5 below. No adjustments to the CM’s Preconstruction Services Fee will be allowed except through contract amendment.

9.3 Construction Phase Fee. Commencement of the Construction Phase shall occur upon the City’s written Notice to Proceed to the CM. The City shall compensate the CM for services rendered during the Construction Phase with a fixed Construction Phase Fee, which shall be determined and agreed upon at the establishment of the GMP. The Fee shall represent the CM’s compensation for overhead, profit, and all other costs associated with managing and administering the construction of the Project as defined in the Construction Documents.

9.3.1 *Payment.* Unless otherwise agreed in the Contract Document, payments for the Construction Phase Fee shall be made monthly in proportion to services performed. The first monthly payment shall become due thirty (30) days following the date of the Notice to Proceed by the City’s Representative and the final monthly payment shall be paid only when construction of the Project reaches Final Completion and is accepted by the City. If construction is authorized only for a part of the Project, the Fee paid shall be proportionate to the amount of Work authorized by the City.

9.4 Reimbursable Costs. The City will establish a budget for the CM’s reimbursable expenses which may be used to reimburse the CM for its allowable costs and expenses incurred in connection with this Agreement, provided the CM obtained the City’s prior written approval. These costs do not include the normal expenses that the CM may incur to maintain and support its personnel on the Project, but shall only apply to specific requests the City may make of the CM to provide materials, equipment, travel, and other related items, that could not at the time of the signing of this Agreement have been anticipated in connection with the Services and Work. Such reimbursable costs shall only be incurred with the City’s prior written approval. Reimbursable costs under this Section 9.4 are separate from the Cost of the Work, as set forth in Section 9.5 below, and shall not be included in the base used to calculate the Construction Management Fee unless expressly authorized by the City in writing.

9.5 Cost of the Work.

9.5.1 *Generally.* The cost of the Work (“**Cost of the Work**”) refers only to the direct costs and those General Conditions Costs expressly permitted under Section 9.5.3 below that the CM must necessarily incur to properly perform the Work in strict compliance with the Contract Documents and excludes any cost item compensated through the

Preconstruction Services Fee, the Construction Management Fee, reimbursable costs, any contingency, or any other compensation category. Cost of the Work includes only the cost items identified in this Section 9.5. Any cost not expressly identified as reimbursable Cost of the Work shall be deemed included in the Construction Management Fee or otherwise non-reimbursable unless approved in advance in writing by the City. If a cost could reasonably be classified under more than one compensation category, the more restrictive category shall govern unless Owner approves otherwise in writing.

9.5.2 *Direct Cost of the Work.* Subject to Section 9.5.1 above, the following direct costs may be included in the Cost of the Work:

- A. Payments made by the CM to Subcontractors for materials and equipment incorporated into the Work and in accordance with the requirements of respective subcontracts and purchase orders.
- B. Amounts due to the CM under the terms of the City’s written authorization for the CM to perform any portion of the Work as self-performed trade work. If an authorization for the CM to engage in self-performed trade work is not on a fixed-price basis, then, as to that trade work, the following costs shall be within the Cost of the Work:
 - i. *Labor.* Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the CM, while engaged in approved self-performed trade work, together with contributions, assessments, payroll taxes, or fringe benefits required by Applicable Laws and/or applicable collective bargaining agreements.
 - ii. *Incorporated Materials.* The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the self-performed trade work, including costs of transportation and handling.
 - iii. *Unincorporated Materials.* The cost of materials, products, and consumable supplies purchased for and reasonably necessary to perform the self-performed trade work, but which are not actually incorporated into such trade work, may be included in the Cost of the Work solely to the extent attributable to reasonable and customary waste, spoilage, or incidental loss inherent in construction. Upon payment by the City, title to any unused excess materials shall vest in the City, and the CM shall, at the City’s direction, deliver such materials to the City or sell them and credit the net proceeds against the Cost of the Work.
- C. Costs of materials and equipment used for the Project, including consumable materials and construction equipment used in the prosecution of the Work, whether or not incorporated into the completed Project.
- D. Rental charges for equipment required for the Work, which is provided by the CM at the Project Site, and may include transportation, installation, and minor maintenance costs, and removal, if approved by the City in writing in advance.

If construction equipment is rented from the CM, the amount of such rental, including the freight and delivery cost thereon and all operating expenses except labor, shall be the lowest of three (3) competitive bids obtained from equipment leasing companies in accordance with ARTICLE 6 – *SUBCONTRACTS AND OTHER AGREEMENTS*, and in no event shall such rates be higher than the prevailing competitive rates paid in the locality for similar equipment. In no event shall the aggregate rental cost to the City exceed the purchase price and maintenance cost of the item. If equipment can be purchased for an amount comparable to the aggregate rental cost of said equipment, the CM shall purchase such equipment and turn it over to the City upon final completion of the Work, or, at the City’s option, credit to the City with the amount of the fair market resale value.

- E. Site debris removal and disposal costs in accordance with Applicable Law and regulations.
- F. Third-party intellectual property royalties and licenses for items specifically required by the Contract Documents, which are or will be incorporated into the construction Work, if identified in the GMP Amendment.
- G. Permits for which the CM is responsible under this Agreement.
- H. Other direct field costs approved in advance at the City’s sole option and discretion.

9.5.3 *General Conditions.* The CM’s General Conditions Costs shall be reimbursable at cost and without mark-up and only to the extent expressly permitted by this Section 9.5.3. General Conditions Costs shall not be included in the base used to calculate the Construction Management Fee under Article 9.

- A. Subject to the City’s prior written approval where required by this Agreement, General Conditions Costs include only the following costs items:
 - i. Construction field personnel, which shall mean executives, managers and superintendents assigned to the Project; administrative and professional staff performing scheduling, cost estimating, and accounting services for the Project who are stationed on a full-time basis at the Site; safety personnel; and other comparable field personnel approved by the City.
 - ii. Temporary Site Facilities and associated operations costs, including: field offices or trailers (including installation and removal); temporary utilities; barricades, signage, and fencing; sanitation facilities; dumpsters; Site security; weather protection/enclosures, if applicable; and other similar temporary Site Facilities.
 - iii. Field office and administrative costs incurred at the Site and directly and solely in support of the Work, including: radios/communications equipment; reasonable Site office supplies and equipment (computers, copier machines, fax machines, *etc.*); document imaging, printing, and reproduction; delivery expenses; and similar Site administrative items.

- iv. Temporary equipment, instruments, and support items primarily used for Site administration, supervision, logistics, or safety, but excluding equipment customarily owned by construction workers and equipment used primarily to perform a specific trade scope.
 - v. Other similar Site support costs approved in advance in writing by City and directly attributable to the Project.
- B. General Conditions Costs shall be limited to Services provided during the construction phase of the Project and shall not include: (i) costs compensated through the Preconstruction Services Fee; (i) costs included in the Construction Management Fee; (iii) home office overhead or general corporate expenses; (d) executive, legal, accounting, estimating, human resources, information technology, marketing, or other corporate support costs; (e) costs directly allocable to a specific trade scope, subcontract, supplier, or self-performed Work package, except where expressly approved by the City; or (f) costs arising from the CM's negligence, inefficiency, defective or rejected Work, rework, improper storage or handling, or failure to comply with the Contract Documents.

9.5.4 *Costs Excluded from the Cost of the Work.* The following costs shall be excluded from the Cost of the Work unless expressly permitted as General Conditions Costs under Section 9.5.3 above. To the extent a cost item is not so permitted, such cost shall be deemed included in the Preconstruction Services Fee or the Construction Management Fee, as applicable, or otherwise non-reimbursable. Costs under this Section 9.5.4 shall not be included in the base used to calculate the Construction Management Fee unless expressly stated in Section 9.5.

- A. The costs for all CM's personnel and Services that are designated to be covered by the Preconstruction Services Fee and the Construction Management Fee.
- B. Any general overhead and administrative costs, including legal costs to review and negotiate any Contract Documents.
- C. Travel and subsistence expense of the CM, its officers, and employees incurred while traveling between the Project and the CM's principal or branch offices, unless the City provides prior written approval to include such expense in the Cost of the Work.
- D. Fines, penalties, sanctions, or impositions assessed or imposed by any governmental body, instrumentality, or tribunal arising from the fault of the CM.
- E. The cost of any insurance deductibles payable by the CM and costs resulting from the failure of the CM or any the CM's personnel to procure and maintain insurance as and to the extent required by the Contract Documents.
- F. All personnel costs, including, without limitation, wages, salaries, and benefits, except for personnel based at the field office at the Site and only as expressly permitted under Section 9.5.3 above.

- G. All overhead expense or office expense except as specifically permitted under Section 9.5.3 above.
- H. Costs related to the CM's indemnification obligations.
- I. The cost of capital, including, without limitation, interest on capital, regardless of whether it is related to the Project.
- J. Costs arising out of the CM's failure to adhere to the applicable standard of care, including, without limitation, costs related to defective, rejected, or nonconforming Work, materials, or equipment, and damage to persons or property, including warranty Work, or other costs which should have been mitigated and avoided by the CM in the exercise of the standard of care.
- K. Liquidated or actual damages imposed by the City for failure of the CM to complete the Work by the Substantial Completion Date.
- L. Rental costs of machinery and equipment, except to extent expressly permitted under Section 9.5.2(D).
- M. Testing lab fees for tests required by the Contract Documents inasmuch as those are paid by the City directly under separate contract.
- N. Costs due to the CM's failure to apply in a timely manner for permits for which the CM is responsible under this Agreement.
- O. Costs of acceleration of the Work arising as a result of delay in the Work caused by the negligence of the CM, its Subcontractor(s), or other persons over whom the CM or any Subcontractor exercises control or is legally responsible, including any overtime wages, unabsorbed home office overhead, exemplary damage, or other consequential damage incurred by the CM.
- P. Any costs not otherwise expressly authorized to be charged as a Cost of the Work item herein, including, without limitation, any cost which would exceed a Guaranteed Maximum Price established by the GMP Amendment.
- Q. The cost of Additional Services, unless expressly identified as an element of the Cost of the Work by Change Order.
- R. All costs included in the Preconstruction Services Fee and Construction Management Fee.
- S. All costs for self-performed trade work not approved by the City.
- T. Any cost included in the base used to calculate, or otherwise compensated by, the Construction Management Fee.
- U. Any cost included in or paid from a contingency, allowance, reimbursable expense budget, or other compensation category, unless the City expressly approves such cost as reimbursable Cost of the Work after confirming that no duplicate recovery will occur.

9.5.5 *Other Miscellaneous Costs.*

- A. Governmental sales and use taxes directly attributable to the Work. The City is a tax-exempt governmental entity, and the CM shall avail itself of all exemptions which may exist for such taxes based on the City's governmental status.
- B. Permit and inspection fees for which the City is not exempt. Unless otherwise provided in the Contract Documents, the CM shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required when bids are received or negotiations concluded. All connection charges or inspection fees as may be imposed by any governmental authority having proper jurisdiction shall be included in the Cost of the Work and shall be the CM's responsibility.
- C. Testing fees that must be incurred by the CM pursuant to the terms and conditions of this Agreement.
- D. Forfeited deposits, but only if such deposit has been forfeited due to the City's fault or negligence.
- E. Other costs approved in advance at the City's sole option and discretion, including approved reimbursable costs that are direct field costs of performing the Work.

9.6 Construction Management Fee.

- 9.6.1 The Construction Management Fee shall be calculated as a percentage of the Fee-Eligible Cost of the Work. The applicable percentage shall be negotiated and memorialized in the GMP Amendment, and, upon execution of the GMP Amendment, shall apply to the Fee-Eligible Cost of the Work. For purposes of calculating the Construction Management Fee, "Fee-Eligible Cost of the Work" means the Cost of the Work excluding allowances, contingencies, reimbursable costs under Section 9.4 above, General Conditions Costs, the Preconstruction Services Fee, the Construction Management Fee itself, and any other costs excluded from the fee base by this Agreement. The GMP Amendment may establish the percentage used to calculate the Construction Management Fee but shall not modify the definition of Fee-Eligible Cost of the Work unless the GMP Amendment expressly identifies such modification.
- 9.6.2 The Construction Management Fee shall compensate the CM for profit, general overhead, home office overhead, branch office overhead, corporate support, executive supervision, ordinary business expenses, and all costs and expenses not expressly reimbursable as Cost of the Work, General Conditions Costs, reimbursable costs, or Additional Services under this Agreement. No adjustment to the Construction Management Fee shall be allowed except as expressly permitted by this Agreement or by contract amendment.

ARTICLE 10. DELAYS AND EXTENSIONS OF TIME

10.1 Timely Performance of Services and Work Required. The CM shall perform the Work in accordance with the Master Schedule and the Substantial Completion and Final Completion Dates set forth therein, as it may be amended. The CM shall not be entitled to any increase in the Construction Management Fee or the GMP because of time extensions or delays unless such extensions or delays, as determined by the City in its reasonable discretion, are material and significant and have been caused by the acts or omissions of the City or the Architect constituting intentional misconduct or negligence, but only to the extent such delay is not caused or could not have reasonably been anticipated and mitigated or avoided by the CM, and only if the CM has provided the City timely notice thereof, as required below, or as otherwise permitted under this Agreement. The CM shall perform the Work in general accordance with the most recently approved Master Schedule. A delay shall not be deemed material and significant if it does not extend the critical path for completion of the Work according to the most recently approved Master Schedule. Except as expressly provided otherwise in this Agreement, a failure of Work to proceed in the sequence shown on the Master Schedule shall not alone serve as the basis for a claim for additional compensation or an extension of time. The CM shall reschedule the Work in a manner that holds additional costs and extensions of time to a minimum in the event of delay or interference with the Work that the CM is unable to avoid or otherwise resolve.

10.2 Delays. If the CM is delayed in the critical path performance of the Work or the Services by: (A) an act or neglect of the City or Architect, or any of their respective employees; (B) changes ordered in the Work, provided the Change Orders are properly authorized and approved; (C) labor disputes, fire, unusual delays in deliveries, unavoidable casualties, or other causes beyond the CM's reasonable control; or (D) other causes identified by the CM that the City determined, in its reasonable discretion, justifies the delay, then the Master Schedule shall be extended for a reasonable time to recover from the impact of the delay on Work in the critical path to achieve Substantial Completion and Final Completion, provided the performance of the Work was not delayed by any other cause for which the CM is not entitled to a time extension under the Contract Documents. Adjustments in the Master Schedule will be permitted for a delay only to the extent such delay is not caused or could not have reasonably been anticipated, mitigated, or avoided by the CM, and only if CM has provided the City timely notice thereof, as required below, and satisfies the conditions for an extension of time herein. The CM has the burden to prove that any such causes of delay have impacted progress on the critical path for the Work as a condition precedent to any extension thereof. The Construction Management Fee and/or the Guaranteed Maximum Price shall not be subject to adjustment for delays for which a time extension may be allowed under Section 10.1 and this Section 10.2, unless such delay was caused by the City's wrongful acts constituting intentional interference. Unless the delay is caused by City's wrongful acts constituting intentional interference, the CM's exclusive and sole remedy for delay of the Work shall be an extension of time as reflected in an adjustment to the Master Schedule.

10.3 Claims for Additional Cost or Time. Claims for additional cost or time shall be made in accordance with in ARTICLE 16 – *Notice of Claim*.

ARTICLE 11. CHANGES IN THE WORK

11.1 Change Orders.

- 11.1.1 *Generally.* The City may, without invalidating this Agreement, order changes in the Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work not covered by an authorized contingency shall be authorized by Change Order signed by the City before the change is implemented. Change Orders may be priced on one of the following bases, subject to prior written approval by the City's Representative:
- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City and Engineer. Sufficient substantiating data shall include a proposal itemized for the various components of Work being added or deleted, segregated by labor, material, and equipment. Details to be submitted will include detailed line-item estimates showing detailed material quantity take-offs, material prices by item, and of related labor hour pricing information and extension (by line-item by drawings as applicable);
 - B. Unit prices stated in the Contract Documents or subsequently agreed upon and supported by sufficient substantiating data to permit evaluation, provided an estimated total cost is included in the original change order, which shall be superseded by a subsequent change order reconciling the total actual cost with the estimated cost included in the original estimate; or
 - C. Cost to be determined in a manner agreed upon by the parties in writing.
- 11.1.2 Should any costs be required for the design of an alternative system that would be advantageous to the Project and result in a deductive Change Order, the CM shall include the Architect's projected cost for redesign services so the City can make proper assessment of the cost of such change. Payment for such additional services, if any, shall be made if approved by the City.
- 11.1.3 Within ten (10) days after request by the City, the CM shall submit a Change Order Proposal with a proposed lump sum price, in a form satisfactory to the City, setting forth in detail (with suitable breakdowns by trades and work classifications, and using the unit price and/or other costing method specified by the City), the CM's estimate of: (1) the increased cost or deduction applicable to the proposed Change, which cost shall be at the best price obtainable for, and shall reflect the most economical manner of effecting, such Change; (2) any necessary changes to the Construction Documents; and (3) adjustments to the Master Schedule (including the Substantial Completion Date and/or the Final Completion Date) which would be necessary in connection with implementation of the CM's Change Order Proposal.
- 11.1.4 If the City approves the CM's Change Order Proposal, a written Change Order executed by the City's Representative and the CM shall be issued.
- 11.1.5 For any changes resulting in a net decrease in the Cost of the Work, the GMP shall be reduced by the amount of the actual net decrease. The CM shall allow the City the full benefit of any savings resulting from deletions or scope reductions.

11.2 Minor Changes. The City and/or Architect may order minor changes in the Work not involving additional compensation or an extension of time and which are not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written directive. The documentation of changes shall be determined by the Project Team, included in the Project Manual, and displayed monthly in the PMIS. Such minor changes in the work shall be approved by the City and Architect.

11.3 Emergencies. In any emergency affecting the safety of persons or property, the CM shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CM resulting from an emergency shall be determined as provided in this Article 11 and ARTICLE 16 – *Notice of Claim*.

ARTICLE 12. DISCOUNTS AND PENALTIES

12.1 Any discounts for prompt payment shall accrue to the City to the extent the cost of the item(s) purchased is paid directly by the City or from a fund made available by the City to the CM for such payments. To the extent the cost associated with the Project is paid with funds of the CM, all cash discounts shall accrue to the CM. Any trade discounts, rebates, commissions, and refunds, and all returns from the sale of surplus materials and equipment, shall be credited as a deduction from the cost of the Project. Any penalties incurred due to the fault of the CM for late payment will be paid by the CM and shall not be included in the Cost of the Work.

ARTICLE 13. PAYMENTS; RETAINAGE

13.1 Payments Generally. Payment for Services completed by the CM shall be governed by and made in accordance with the applicable provisions of the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Monthly invoices/applications for payment shall include the applicable contract number and any other information reasonably required by the City. Unless otherwise indicated by the City in writing, invoices shall be submitted to the City of Mount Dora, Accounts Payable, at 510 North Baker Street, Mount Dora, Florida 32757.

13.2 Final Payment. Final payment, constituting the entire unpaid balance of the Cost of Work and the CM's Fees, shall be due and payable after the City has accepted occupancy of the Project, provided the Project is finally completed, that the CM has verified by his signature that is has completed all items required by the Contract Documents, and that this Agreement has been finally performed. However, if there should remain Work to be completed, the CM and the Architect shall list those items prior to receiving final payment and the City may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished Work and portion of the CM's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the City shall pay monthly to the CM the amount retained for each incomplete item after each of said items is completed.

13.3 Payments to Subcontractors. The CM shall promptly, within ten (10) days after receipt of payment from the City, pay all the amounts due to Subcontractors, less a retainage of five

percent (5%). If there should remain items to be completed, the CM and the Architect shall list those items required for completion and the CM shall require the retainage of a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay monthly to the Subcontractors the amount retained for each incomplete items after each of the said items is completed. Before issuing final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-build markups have been submitted, and instructions for the City's operating and maintenance personnel is complete.

13.4 Payments for Materials and Equipment. The CM shall be entitled to be paid under this Agreement only for materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the work. The City's Representative, in her or his sole discretion and on a case-by-case basis, may approve payment for materials and equipment stored at a secure off-Site location.

13.5 Retainage. The City shall be entitled to withhold up to five percent (5%) retainage in connection with each payment request, unless otherwise provided by law. Early release of retainage may be considered for early completion Subcontractors on a trade-by-trade basis but will be subject in each case to the City's written approval. Retainage shall not be withheld to secure payment of insurance premiums under any consolidated insurance program, nor shall final payment be delayed pending any insurance audit.

13.6 Payment Does Not Constitute Acceptance. No payment by the City to the CM shall constitute acceptance by the City of non-conforming Work, and no such payment shall be construed as a waiver of any right or claim by the City in connection with such non-conforming work.

ARTICLE 14. INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION

14.1 Indemnity. To the fullest extent permitted by law, the CM shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CM and/or persons employed or utilized by the CM in the performance of this Agreement. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. The CM's obligations under this Section shall in no way limit the City's other rights and remedies under this Agreement. Nothing herein shall be interpreted to constitute a waiver of the City's sovereign immunity as set forth in § 768.28, *Florida Statutes*.

14.2 Insurance. Insurance requirements applicable to the CM in connection with the Project are set forth in Exhibit C, attached hereto and incorporated herein. Exhibit C notwithstanding, the CM shall not commence, or allow any Subcontractor to commence, any work under this

Agreement until all required insurance policies have been obtained and approved by the City. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. The CM's failure to maintain coverage as required herein shall not relieve the CM of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by the CM and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CM under this Agreement.

14.3 Waiver of Subrogation.

14.3.1 The City and the CM waive all rights against each other for damages caused by perils covered by insurance provided under Section 14.2 – *Insurance* to the extent covered by such insurance except such rights as either party may have to the proceeds of such insurance held by the City and CM as trustees. The CM shall require similar waivers from all Subcontractors at all tiers.

14.3.2 The City and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all Subcontractors at all tiers.

14.3.3 The City waives subrogation against the CM on all property and consequential loss policies carried by the City on adjacent properties and under property and consequential loss policies purchased for the Project after construction is complete.

14.3.4 If the policies of insurance referred to in this Article 14 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the parties shall cause them to be so endorsed. Failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 15. TERMINATION

15.1 Termination for Default.

15.1.1 *Events of Default.* Each of the following shall constitute an “Event of Default” justifying termination of the CM by the City under the terms of this Agreement:

A. The CM shall: (i) fail to commence the Work upon issuance of a Notice to Proceed by the City; (ii) fail to diligently prosecute the Work in accordance with the Contract Documents; or (iii) default in performing any duty or obligation under this Agreement or other Contract Document.

B. The CM's failure or refusal to pay any Subcontractor for services, materials, labor, equipment, or other things incorporated into or used in connection with the Project when such payments are due; provided, however, that if the CM disputes the amount due to a Subcontractor the CM shall not be in default if it pays that amount which is not in dispute.

C. If any representation or warranty made by the CM under this Agreement shall prove to be false, untrue, or misleading in any material respect.

- D. Persistent or repeated failures by the CM to maintain a workforce which, in the City’s reasonable opinion, is adequate to allow completion of the Work in accordance with the Master Schedule.
 - E. Material breach of the CM’s obligation to comply with Applicable Laws.
 - F. The CM shall fail to secure and maintain the insurance coverage and/or surety bonds specified in this Agreement, or the CM shall fail to notify the City or its insurance carrier(s) within the time period required by its insurance carrier(s) with regard to the date of any injury, damage, or other loss event required to be insured by the CM, or the CM otherwise fails to comply with the insurer’s requirements.
 - G. If: (i) in the reasonable opinion of the City, the CM is in imminent danger of becoming insolvent or filing for bankruptcy; (ii) assignment of the CM or the proceeds thereof is made for the benefit of the CM’s creditors; (iii) the CM files a voluntary petition for bankruptcy or for an arrangement or insolvency proceedings; (iv) either a receiver should be appointed for the CM or any bankruptcy or other insolvency proceedings should be filed in court of record; or (v) the CM is declared to be bankrupt or insolvent and such appointment, or bankruptcy or insolvency proceedings or declaration, is not set aside within thirty (30) days.
- 15.1.2 *Cure Notice.* Prior to exercising the City’s right to declare the CM in default based on one or more of the conditions described in Section 15.1.1. above, the City shall give the CM written notice reasonable under the circumstances, and an opportunity to cure the default; provided, however, that if the CM fails to cure the default satisfactory to the City within the time period stated in the notice, the City may immediately exercise the City’s termination rights under this Article 15 by providing the CM at least five (5) days’ written notice of termination for default.
- 15.1.3 *City’s Remedies.*
- A. If any Event of Default described herein occurs and if the CM fails to cure such default after receiving notice to cure in accordance with Section 15.1.2. above, then the City, at its option, may:
 - i. Order the CM to immediately comply with any term, condition or provision of this Agreement or such other Contract Document;
 - ii. Order the CM, within a specified time, to remove any defective work or materials and to replace such work or materials with satisfactory work or materials;
 - iii. Accept any defective work or materials and reduce the GMP accordingly;
 - iv. Perform or arrange to have performed any of the CM's duties hereunder and reduce the GMP or, if applicable, the Preconstruction Services Fee, accordingly;

- v. Make any payments to satisfy the CM's obligations relating to the Work for labor, materials, equipment, insurance or other items;
 - vi. To the extent allowed by law, refuse to make any payments to the CM for Work performed until the event of default is cured to the satisfaction of the City;
 - vii. Exercise the right, in addition to all other rights and remedies, to complete or cause the Work or any part thereof to be completed, by such reasonable means, and in such reasonable manner, by agreement or otherwise, as the City deems advisable; and/or
 - viii. Terminate this Agreement and take possession of the Site and the Work, all materials for the Work, all tools, equipment, and all temporary construction that was used in connection with the Work, and the City may finish the Work by whatever reasonable method the City may choose at the expense of the CM.
- B. The City's choice of any remedy shall not operate to waive any other rights or remedies provided hereunder, or by law, against the CM or its surety. The City, at its option, may choose more than one remedy or choose one or more particular remedies at different times.

15.1.4 *CM's Obligations Upon Termination for Default.* Upon receipt of a notice of termination for default, the CM shall: (A) immediately discontinue all operations at the Site; (B) quit the Site, leaving in place all materials, tools, equipment, and supplies; and (C) await direction from the City regarding the assignment (if any) of Subcontracts to the City. In addition, the CM shall transfer title to the City, to the extent not already vested in the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City: (D) fabricated or unfabricated parts, Work in progress, completed Work, supplies and other materials and equipment produced as a part of, or acquired in connection with the performance of, the Work terminated by such notice of termination for default; and (E) copies of the Contract Documents and other drawings, sketches, specifications, shop drawings, information, and other relevant documentation directly related to the performance of the Work.

15.1.5 *Payment to CM After Termination for Default.* Upon termination for default, the CM shall be entitled to an amount equal to the aggregate of: (A) the actual unpaid value of the Work performed by the CM in its proper performance of the Work up to the date of termination; less (B) an amount equal to the additional costs and expenses (including attorneys' fees and disbursements) incurred by the City over those which would have been incurred by the City in connection with the Project had the CM not defaulted hereunder, including, without limitation, the additional expense of engaging a replacement contractor, as well as additional compensation for services of members of the Project Team which are made necessary, in the City's reasonable discretion, by the event of default. Notwithstanding the foregoing, the CM shall not be entitled to the payment described in this Section until after Final Completion of the Work by a replacement contractor. The City shall have the right to setoff against the aforesaid

payment any amounts then due and payable by the CM to the City hereunder, or which may accrue as damages owing by the CM to the City under the terms of this Agreement.

- 15.1.6 *Conversion of Termination of Default to Termination for Convenience.* If any termination of this Agreement for default is determined to have been improper or unjustified, such termination shall be deemed a termination for convenience under Section 15.2 below and the sole right, remedy, and recourse of the CM against the City shall be governed and determined by such section.

15.2 Termination for Convenience.

- 15.2.1 *Notice of Termination for Convenience.* The City may, at any time and for any reason whatsoever in the City's sole discretion, terminate this Agreement for the City's convenience. Any such termination shall be effected by delivering written notice to the CM, at least ten (10) days prior to the effective date thereof, specifying the effective termination date and identifying any Work to be completed by the CM prior to such effective date.

- 15.2.2 *CM's Obligations Upon Termination for Convenience.* Upon receiving notice of termination for convenience, the CM shall:

- A. Cease all Work under this Agreement on the date and to the extent specified in the notice.
- B. Take such action as is reasonably necessary to protect and preserve the Work.
- C. Refrain from executing any further subcontracts except as may be necessary for completion of such portion of the Work specified in the notice.
- D. If so directed by the City, terminate all existing subcontracts to the extent that said subcontracts relate to portions of the Work to be performed by others subsequent to the effective termination date.
- E. At the City's direction, assign to the City or such other entity as the City may direct, in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the CM in any or all subcontracts. The CM shall have included in each subcontract a provision specifically contemplating and validating such an assignment, and the Subcontractor shall continue to perform its services under the subcontract without interruption.
- F. To the extent required by the City and subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of any termination of subcontracts. In the event of a termination for convenience, no Subcontractor shall be entitled to recover anticipated profits on Work unperformed or materials or equipment not incorporated or installed in the Project, nor shall any Subcontractor be reimbursed for losses arising out of matters covered by insurance. Instead, Subcontractor's recovery shall be limited to the reasonable and actual out-of-pocket costs and expenses incurred by such Subcontractor for Work satisfactorily performed or materials, supplies, and equipment procured,

fabricated, incorporated, or installed in the Project prior to the effective termination date, plus reasonable and verifiable overhead and profit on such out-of-pocket costs and expenses.

- G. If applicable, transfer title to the City, to the extent not already vested in the City, and deliver in the manner, at the times, and to the extent, if any, directed by the City: (i) fabricated or unfabricated parts, Work in progress, completed Work, supplies and other materials and equipment produced as a part of, or acquired in connection with the performance of, the Work terminated by such notice of termination for convenience; and (ii) copies of the Contract Documents and other drawings, sketches, specifications, shop drawings, information and other relevant documentation directly related to the performance of the Work.

15.2.3 Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.

15.2.4 In the event of the City's termination for convenience, the City shall pay the CM for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.

15.2.5 *Payment to CM After Termination for Convenience.* Upon termination for convenience, the CM shall be paid by the City for: (A) the actual unpaid value of the Work performed by the CM in its proper performance of the Work up to the date of termination; and (B) reasonable, documented demobilization costs incurred as a direct result of the termination for convenience, plus a reasonable markup, to be mutually agreed upon by the parties prior to being incurred, for overhead and profit on such demobilization costs. In no event shall the CM be entitled to any compensation for consequential or indirect damages, including, but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination. The remedy provided under this Section shall be the CM's exclusive remedy under this Agreement against the City for Termination for convenience. In the event any termination for cause or default of the CM pursuant to this Agreement is determined to have been improper or unjustified, such termination for default shall be automatically converted to a Termination for convenience under this Section and the CM shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 16. NOTICE OF CLAIM

16.1 Claims. If the CM wishes to make a claim for an extension of time or additional compensation, written notice stating the general nature of the claim as provided herein shall be given. In the case of continuing delay, only one claim is necessary. A more detailed description of the claim, including an estimate of the cost and the probable effect of delay on the progress of the Work, shall be delivered to the City, in writing, within twenty-one (21) Days after the initial written notice of claim has been delivered to the City (or within such additional time reasonably requested by the CM and approved by the City, such approval not

to be unreasonably withheld). Each claim shall be accompanied by the CM's written statement that the adjustment claimed is the entire adjustment that the CM seeks in connection with the event that gave rise to the claim. If the City requires any additional information to evaluate the claim, the City shall request such information from the CM in writing. Any claim not timely submitted shall be waived.

16.2 Determination of Claim. After receipt of all requested information relating to the claim from the CM, the City shall deliver to the CM its written determination of the claim. If the CM disagrees with the City's decision, then either party may initiate the formal dispute resolution process as described in. Any dispute over a party's entitlement to an extension of time or additional compensation shall be resolved in accordance with the dispute resolution procedures in Section 17.6 below.

16.3 Continuation of the Work Pending Dispute Resolution. Notwithstanding the existence of a claim or other dispute between the parties, the CM shall be obligated to prosecute the Work in a good and workmanlike manner and in accordance with the Contract Document as long as the City continues to make payment of undisputed amounts. The CM and its Subcontractors shall have no right to suspend the performance of Work hereunder, or to cause the Work to be delayed because of the existence of a claim or dispute.

ARTICLE 17. MISCELLANEOUS

17.1 Iron and Steel Products. If this Agreement is for a "public works project" as defined in Fla. Stat. § 255.0993, then any iron or steel product permanently incorporated in the Project shall be produced in the United States, unless specifically exempted in writing by the City in accordance with Fla. Stat. § 255.0993.

17.2 Governing Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties arising therefrom shall be governed by, and the rights and responsibilities of the Parties construed, and enforced in accordance with the laws of the State of Florida, regardless of the legal theory upon which such matter is asserted, and without regard to conflicts of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Lake County, Florida. The Parties submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT.**

17.3 Harmony. The CM acknowledges and agrees to exert every reasonable and diligent effort to ensure that all labor employed by the CM and/or Subcontractors for the Project shall work in harmony and be compatible with all other labor being used by building and construction contractors now or hereafter conducted at the Project Site. The CM further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the CM's own subcontracts; provided, however, that this provision shall not be interpreted or enforced to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

17.4 Notice. Every notice, demand, request, consent, approval, or other communication which either party hereto is required or desires to give or make to the other party hereto shall, notwithstanding any other provisions of this Agreement, be effective only if given in writing and delivered by hand and receipted for, or by United States certified mail, postage prepaid and return receipt requested to the addresses listed below. Either party may update notice information by written notice. Routine, day-to-day communications may be conducted by email upon mutual agreement of the parties.

CITY:

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

CONSTRUCTION MANAGER:

Chris Lewis, Project Manager
D.E. Scorpio Corporation
151 Southhall Lane, Suite 170
Maitland, FL 32751

Copy to:

Patrick Brackins, City Attorney
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy STE 100
Maitland, FL 32751

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

17.6 Dispute Resolution. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations, as provided in ARTICLE 16 – *Notice of Claim*. Any party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other Party. If the parties are unable to resolve the dispute within thirty (30) days of such notice, either party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in Section 17.2 – *Governing Law; Venue; Waiver of Jury Trial*. Each party reserves all rights and remedies available under applicable law.

17.7 Public Records.

17.7.1 Pursuant to § 119.0701, *Florida Statutes*, the CM agrees to:

- A. Keep and maintain public records in the CM’s possession or control in connection with the CM’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 the CM’s possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Provide the City, upon request from the City’s custodian of public records and in a format compatible with the City’s information technology systems, all records stored electronically.

17.7.2 IF THE CM 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 AT: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N., BAKER ST., MOUNT DORA, FL 32757.

17.7.3 Unless otherwise provided by law, all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

17.7.4 Any compensation due to the CM shall be withheld until all applicable records are received as provided herein. The CM’s refusal to comply with the provisions of this Section 18.5 shall be grounds for immediate termination for cause of this Agreement by the City.

17.8 Records/Audit. Throughout the term of this Agreement, the CM 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 the City, or any authorized City representative, upon reasonable notice and shall be maintained for the longer of: (i) five (5) years following final payment or (ii) the conclusion of all audits and litigation (including all appeals) arising out of or relating to this Agreement. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the City. The CM’s

refusal to comply with the provisions of this Section 18.3 may be grounds for termination for cause by the City.

- 17.9 E-Verify.** Pursuant to Fla. Stat. § 448.095(5), the CM 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. The CM shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. The CM shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. The CM hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. The CM shall provide evidence of such registration and compliance, including copies of any subcontract affidavits, upon request by the City. The CM 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.
- 17.10 Scrutinized Companies.** In accordance with Fla. Stat. § 287.135, the CM hereby certifies that neither the CM nor any subsidiary, parent company, or affiliate of the CM (i) is engaged in a boycott of Israel; nor (ii) is on the Scrutinized Companies or Other Entities that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; nor, to the extent not preempted by Federal law, (iii) engages in business operations in Cuba or Syria. The CM further agrees that the CM will not subcontract with any entity that is engaged in a boycott of Israel, on any of the above-described Scrutinized Companies or Other Entities Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria. In the event the CM, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel, is placed on any of the above-described Scrutinized Companies or Other Entities Lists, or, to the extent not preempted by Federal law, engages in business operations in Cuba or Syria, during the term of this Agreement, the CM shall immediately notify the City. The CM acknowledges that failure to comply with this provision, including any false certification, may result in the immediate termination of this Agreement without regard for any notice provisions set forth herein and may subject the CM to civil penalties and other remedies available under law
- 17.11 Public Entity Crime.** In accordance with Fla. Stat. § 287.133, no “person” or “affiliate,” as defined in therein, shall be allowed to transact any business with the City, nor be awarded or perform work as a contractor, supplier, subcontractor, or consultant 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. The CM hereby affirms that neither the CM nor any of the CM’s affiliates are on the convicted vendor list. The CM shall notify the City immediately if the CM, or any affiliate or contractor, supplier, subcontractor, or consultant hired by the CM pursuant to this Agreement, is placed on the convicted vendor list during the term of this Agreement. The CM acknowledges that failure to comply with this provision may result in the immediate termination of this Agreement and other penalties as provided by law.

- 17.12 Drug-Free Workplace.** The CM hereby certifies that it complies with Florida’s Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The CM agrees to maintain a drug-free workplace throughout the term of this Agreement and will provide evidence of such compliance upon request by the City.
- 17.13 Non-Discrimination; Federal Wages.** The CM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that (i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person’s race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and (ii) the CM shall comply with all existing requirements concerning discrimination imposed by all Applicable Laws, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section 18.21, the City shall have the right to terminate this Agreement for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, the CM shall be required to comply with the same.
- 17.14 Non-Collusion.** Execution of this Agreement by the CM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the CM list(s), and/or debarment or suspension from doing business with the City.
- 17.15 No Contingent Fee; Conflict of Interest.** The CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CM, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this Section 18.23, the City shall have the right to terminate this Agreement without liability and, at the City’s discretion, deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. The CM further warrants that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The CM further represents that no person having any such interest shall be employed to perform the services.
- 17.16 Human Trafficking.** The CM hereby certifies that it does not use “coercion” for “labor” or “services,” as defined in Fla. Stat. § 787.06, and that the CM has provided to the City the Human Trafficking Affidavit, attached hereto as **Composite Exhibit B**, in accordance with Fla. Stat. § 787.06.

- 17.17 Rights and Remedies.** The duties and obligations imposed by this Agreement and the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not in limitation of, any of the duties, obligations, rights and remedies otherwise imposed or available at law or in equity. The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.
- 17.18 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.
- 17.19 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.
- 17.20 No Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.
- 17.21 Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.
- 17.22 Survival.** Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive the expiration of the Agreement and shall remain in full force and effect unless and until the terms or conditions are completed.
- 17.23 Severability.** If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- 17.24 Assignment; Binding Effect.** The CM shall not assign, delegate, or otherwise transfer, in whole or in part, any interest, right, or obligation set forth in this Agreement or any other Contract Document, without the City’s express written consent, which consent shall be at the City’s sole discretion. Any assignment, delegation, or other transference without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and legal representatives.
- 17.25 Entire Agreement; Amendment.** This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. The terms, conditions, covenants and other provisions of this Agreement may only be

modified, amended, supplemented, or otherwise changed by way of written instrument executed by duly authorized representatives of the parties to this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement for Construction Management Services, effective this ____ day of _____ 2026.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

[additional signatures on following page]

D.E. SCORPIO CORPORATION

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

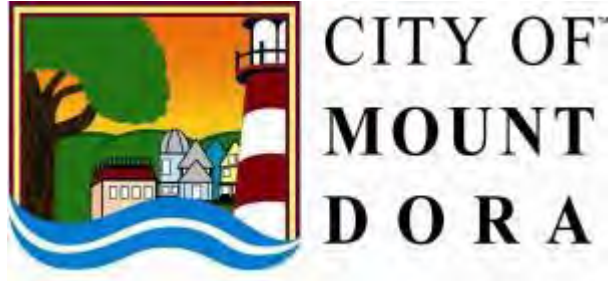
(stamp)

NOTARY PUBLIC

EXHIBIT A
CITY OF MOUNT DORA RFQ #26-FD-016

Request for Qualification

RFQ #26-FD-016



Construction Manager at Risk (CMAR) Services – Fire Station #34 Renovation and Construction of New Administrative Building Projects

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.

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

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.

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%

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:

- 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

- 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.

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:

- i. Be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
- ii. Be a Certified General Contractor licensed to do business in the State of Florida.
- iii. 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.
- iv. 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

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

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.

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.

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.

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

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.

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.

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,

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.

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.

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.

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

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

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

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.

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.

§ 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>.

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.

- 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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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)

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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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.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Remainder of Page Intentionally Left Blank

**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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**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

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: _____

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

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

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.

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.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

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.

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

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: _____

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



CITY OF MOUNT DORA

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

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: _____

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).

_____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

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: _____

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 <i>Specific Instructions</i> on page 3. | <p>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.)</p> | | |
| | <p>2 Business name/disregarded entity name, if different from above.</p> | | |
| | <p>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.</p> <p><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</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> | | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> |
| | <p>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"/></p> | | |
| | <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> | Requester's name and address (optional) | |
| | <p>6 City, state, and ZIP code</p> | | |
| | <p>7 List account number(s) here (optional)</p> | | |

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 | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | | | | | - | - | | |
| | | | | | | | | |
| - | - | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> </table> | | | | | - | | | |
| | | | | | | | | |
| - | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--------------------------|------|
| Sign Here | Signature of U.S. person | Date |
|------------------|--------------------------|------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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

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

**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.

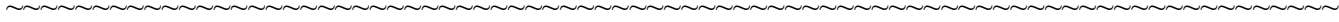
CLARIFICATIONS:

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 |



Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

Remainder of Page Intentionally Left Blank

**COMPOSITE EXHIBIT B
RESPONSE TO RFQ #26-FD-016**

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

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| 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

**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,

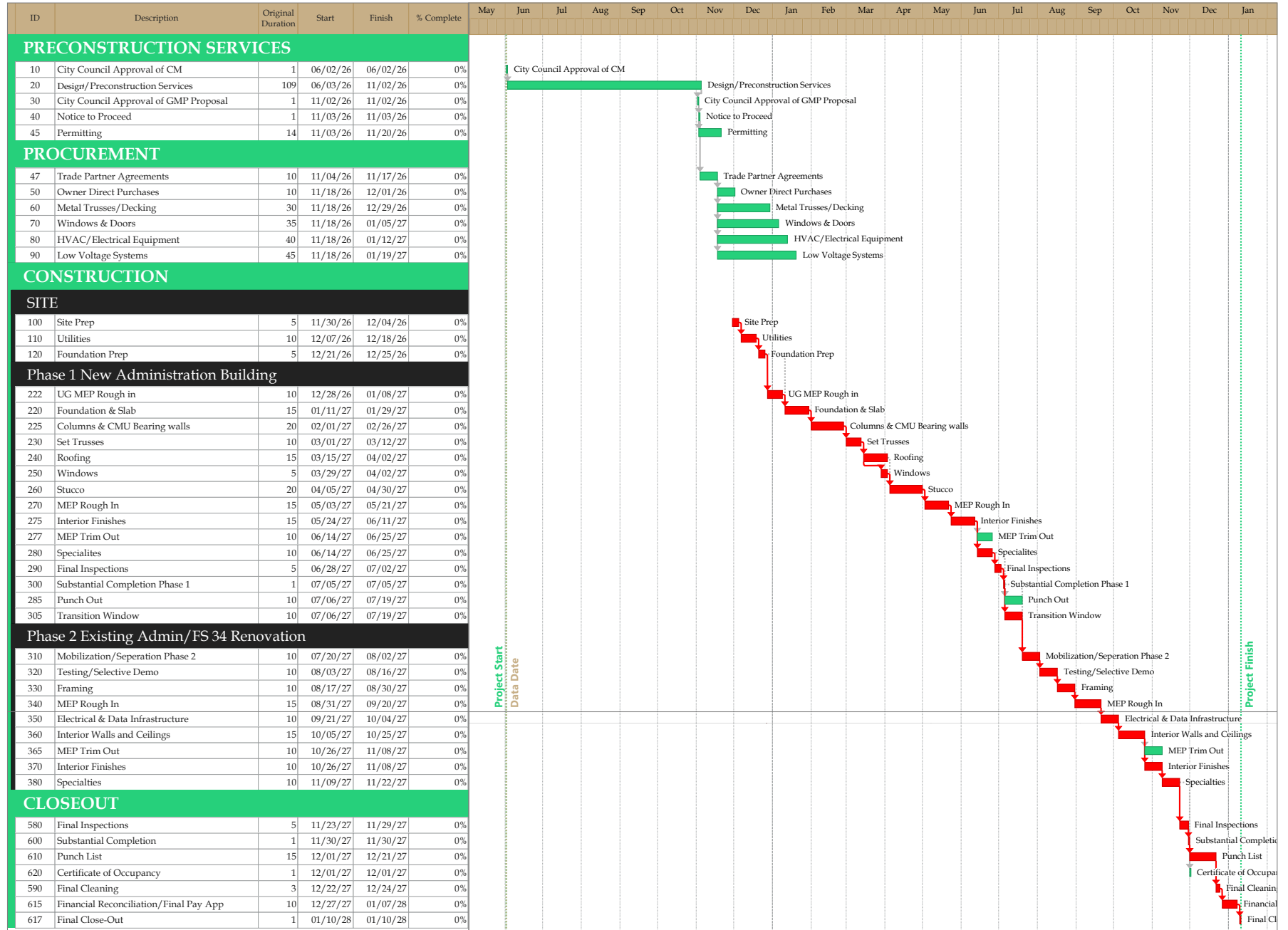
Johnathan Wilkes
Vice President of Project Development

**Make
Buildings
for Life.**



Implementation Schedule

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

Page 2A



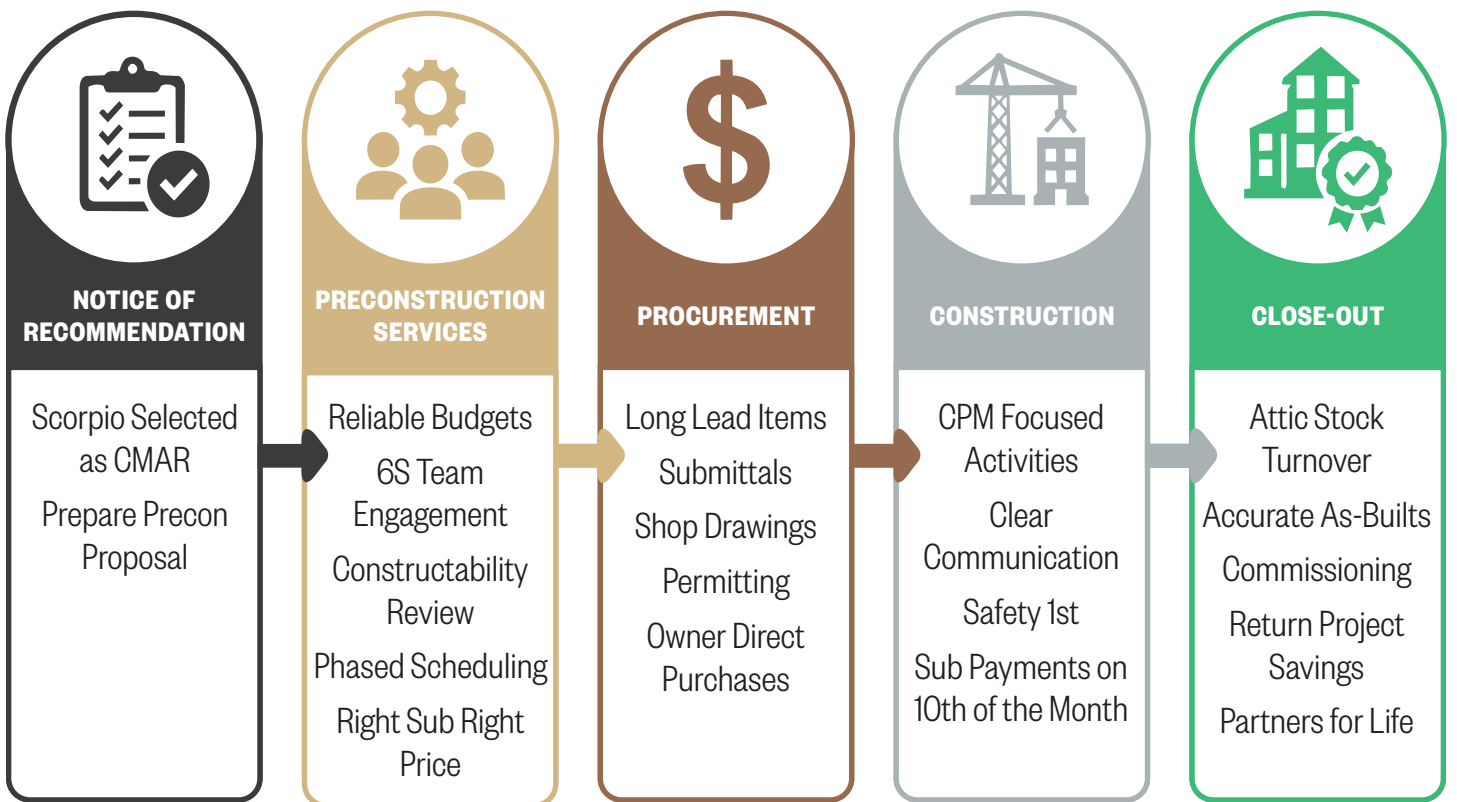
Project Work Program

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:

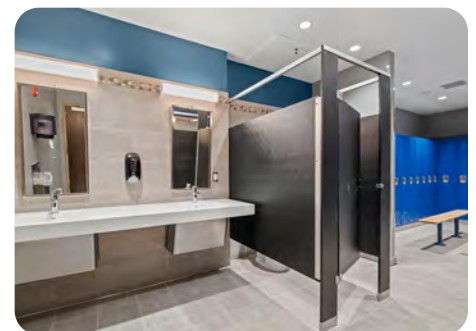
Owner Direct Purchase (- \$1,164,317.64)

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.

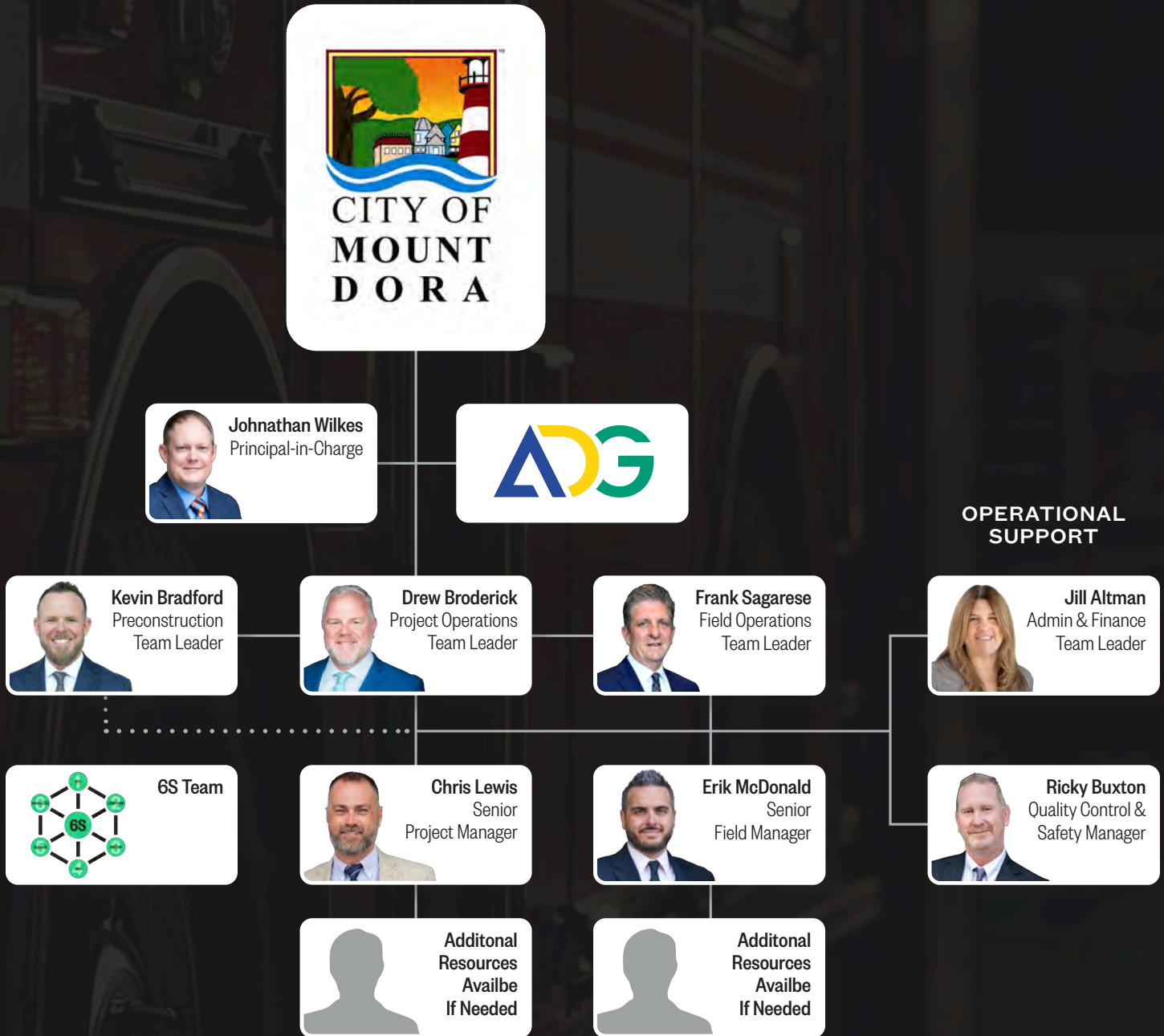
Field Operations Team

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.

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

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*



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**
\$1.05M | 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.

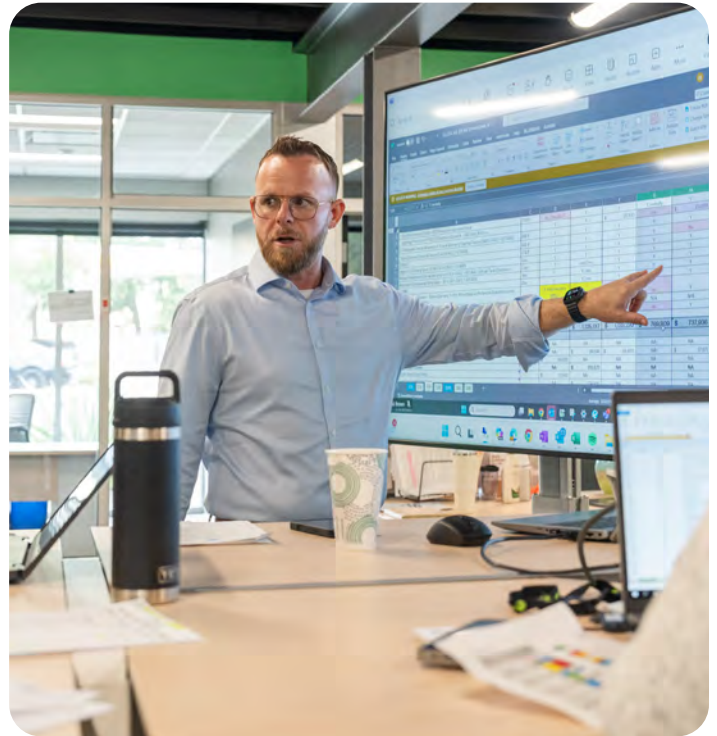
In addition to phasing, Scorpio recognizes that site constraints, access management, and safety controls will play a critical role in maintaining operational continuity. Construction activities must be carefully coordinated to avoid conflicts with emergency vehicle circulation, and all work zones must 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.

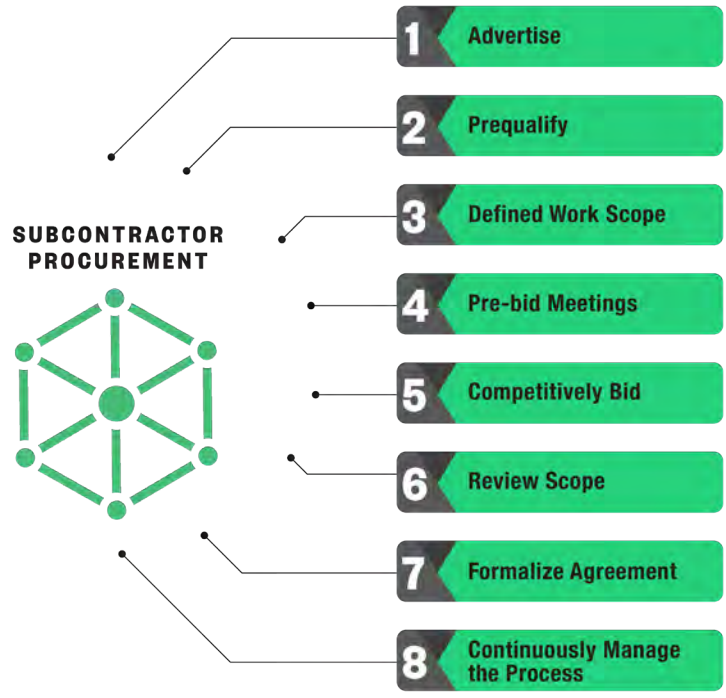


Procurement

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 BAQUIR JAVIER Notary Public State of Florida Comm# HH446702 Expires 9/20/2027

[Signature] Marc Javier #HH446702 NOTARY PUBLIC



SCRUTINIZED COMPANIES LISTS CERTIFICATION

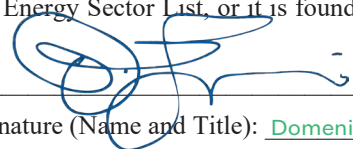
Respondent/Company Name: Domenic Scorpio
Name of Company: D.E. Scorpio Corporation (dba Scorpio)
FEIN: 46-2621773
Authorized Representative's Name and Title Domenic Scorpio, President & CEO
Address: 151 Southhall Lane, Suite 170, Maitland, FL 32751
Phone Number: 407-495-2810 Email Address: domenic@scorpioco.com

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

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 DENIEL BAQUER JAVIER
Notary Public
State of Florida
Comm# HH446702
Expires 9/20/2027


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

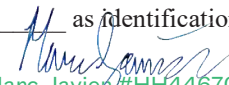
COUNTY OF Orange

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 DENEL 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.

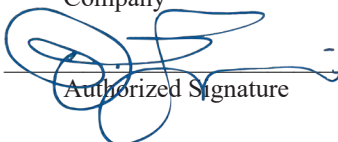
The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

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



CERTIFICATE OF LIABILITY INSURANCE

DESCORP-01

AKIOUTAS

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, PHONE: (352) 377-2002, FAX: (352) 376-8393, E-MAIL ADDRESS: andrea.kioutas@hubinternational.com. INSURER(S) AFFORDING COVERAGE: Valley Forge Insurance Company (20508), The Continental Insurance Company (35289), Bridgefield Employers Insurance Company (10701), Westchester Surplus Lines Insurance Co. (10172), Starstone Specialty Insurance Company (44776).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), 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. AUTHORIZED REPRESENTATIVE: [Signature]

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

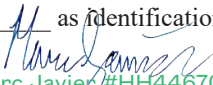
352-363-6071

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 BAQUIR 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

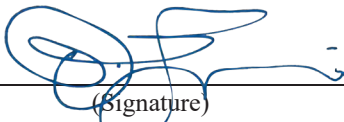
By: _____ / _____
(Signature) (Print name)

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



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



CITY OF MOUNT DORA

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): 

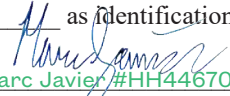
STATE OF FLORIDA
COUNTY OF Orange

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



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).

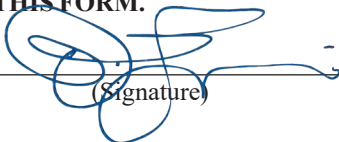


✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent 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)

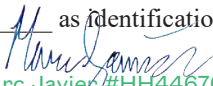
STATE OF FLORIDA
COUNTY OF Orange

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



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@interstatefl.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 | 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@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@macallister.org | 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.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 | Conratta | cconratta@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



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 | 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 | 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 | mgrajalva@empirewaterproofingfl.com | Kissimmee | FL | Osceola | (407) 334-8104 |
| Site Earthwork | Jr. Davis Construction Company, Inc. | Estimating | Department | ITB@jr.davis.com | Kissimmee | FL | Osceola | (407) 870-0066 |
| Technology And Communications Systems | JTLP Inc. | JTLP | Estimating Department | 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.com | 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@fiamerica.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@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@lhomeoffice.com | Winter Springs | FL | Seminole | (321) 449-8857 |

*See next page



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@tkvssknupp.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 | Classsen | rclasssen@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 Department | 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@rollingoaksupply.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@ceamechanical.com | 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 | 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@edon.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@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@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@lhomeoffice.com | Winter Springs | FL | Seminole | (321) 449-8857 |

*See next page



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@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 | Mulroney | mmulroney@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@dtldeck.com | Winter Springs | FL | Seminol | (407) 699-1755 |
| Lockers | WE Supply Division 10, LLC | Bobby | Wells | wswsupply@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 | joschmidt@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@thefloorsoppe.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 | dtsinc@dtl.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@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 | mrizzo@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 | abm1977@cfi.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 | 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@centralfloridadrywall.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 Carports & 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@coastalstee.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 | 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 | 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) 698-8888 |
| 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 | tyler@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 | McBride | troy@durlochinc.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 | rksmith@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 | (678) 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

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|---|---|------------|----------------|-------------------------------------|-----------------|----------------|----------------|
| 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 | jontimmermans@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 | (888) 273-1132 |
| Visual Display Boards | Mardale Specialties Direct Inc | Mike | Cooper | tamestimating@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) 235-8917 |
| Hydraulic Elevators | Mowrey Elevator Company | VICTORIA | HINSON | grace@mowreyelevator.com | Dave | FL | (800) 441-4449 |
| Flooring | National Engineering | Grace | Delgado | grace@coatingsincorporated.com | Gibsonton | 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 | nawcor@aol.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 | festimating@pandj.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@tituspecialists.com | Floral City | FL | (727) 215-5945 |
| Technology And Communications Systems | Pro Audio Video, Inc. (formerly, The Integration Factory) | Mike | Ferry | mikef@trivav.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 | hsai@aol.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@stratosequipment.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 | jsad@sadlersiteworks.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@southernportsgroup.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@sdctfi.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 B | 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 | shestimating@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



**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 | mmonge@pinnaclehdh.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@tcbtettl.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 |
|------------------|--|-----------------------|

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.



EXHIBIT C
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 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.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2026-20** Releasing and Terminating a Temporary Utility Easement with One Oak MD Groves, LLC

Introduction:

This is a request for City Council to adopt Resolution No. 2026-20, to approve releasing and terminating a utility easement

Discussion:

One Oak MD Groves, LLC, the property owner, agreed to temporarily relocate overhead electrical utility infrastructure on their property while the City completed an undergrounding project to serve the Mount Dora Groves South development. The temporary construction easement was approved by City Council with the adoption of Resolution 2024-31 and the easement was recorded in the Public Records of Lake County, Florida in OR Book 6499, Page 1769. The City agreed to remove their electrical utility infrastructure from the Easement Area within thirty days of completion of the undergrounding project. The electrical utility infrastructure was removed mid-June.

Budget Impact:

There is no anticipated financial impact from this action.

Strategic Impact:

Objective 7.1 - Expand infrastructure to meet the needs of a growing community.

Recommendation:

City Council adopt Resolution 2026-20, Releasing and Terminating a Temporary Utility Easement.

Attachment(s):

1. Attachment #1 - Temporary Utility Easement with One Oak MD Groves, LLC

2. Resolution 2026-20 - One Oak Temporary Easement Release (6-25-26)

Prepared by: Michele Janiszewski, Deputy Planning 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 - 6/18/2026

Approved - 6/18/2026

Approved - 6/18/2026

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026

ATTACHMENT #1

Prepared by:
Andrew J. Hand
Shepard, Smith, Kohlmyer & Hand, PA
2300 Maitland Cntr Pkwy
Suite 100
Maitland, Florida 32751

Return to:
City Clerk
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

TEMPORARY UTILITY EASEMENT

This **Temporary Utility Easement Agreement** ("Agreement") made this 15 day of ~~OCTOBER~~ 2024 between **One Oak MD Groves, LLC**, a Florida Limited Liability Company ("Grantor"), whose address is 907 South Ft. Harrison Avenue, Suite 102, Clearwater, Florida 33756, and the **City of Mount Dora**, a Florida municipal corporation, whose mailing address is 510 N. Baker Street, Mount Dora, FL 32757 ("Grantee").

WITNESSETH

WHEREAS, Grantee has and intends to temporarily relocate overhead electrical utility infrastructure to that portion of Owner's property described herein while completing an undergrounding project to serve Owner's property and other properties within the same vicinity; and

WHEREAS, Grantor has agreed to grant a Temporary Utility Easement on Grantor's property to Grantee per this Agreement as depicted and described on Exhibit "A" attached hereto in order to facilitate Grantee's utility line undergrounding project by allowing temporary placement of overhead electrical utility infrastructure on Grantor's property while the undergrounding project underway through completion.

Now, therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by City, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves, their successors, and assigns, agree as follows:

1. **Recitals.** The recitals set forth above are agreed to be true and correct and are incorporated into the terms and conditions of this Agreement.
2. **Grant of Temporary Utility Easement.** Grantor grants to Grantee a Temporary Utility Easement on, above, under, and across that portion of Grantor's property depicted and described on Exhibit "A," attached hereto and made a part hereof (the "Easement Area"). Grantor and Grantee agree that the rights granted herein shall terminate upon Grantee's completion of its undergrounding project and subsequent removal of all utility infrastructure within the Easement Area. Grantee shall remove its electrical utility infrastructure from the Easement Area within thirty days of completion of the undergrounding project. This Agreement is made upon the condition that should the Grantee, its

ATTACHMENT #1

successors or assigns, abandon or cease to use the Easement Area for the purposes set forth in this Agreement, then the rights herein granted shall terminate and vest in the Grantor, its successors, and assigns. Grantee shall use said easement for the purposes more specifically described herein.

3. **Purpose.** The Grantee shall use the Easement Area exclusive and solely for the purpose of constructing and maintaining electrical utility improvements which shall include, but not be limited to the right of ingress and egress, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of electrical poles and lines, and related infrastructure over, in and through the Easement Area. Additionally, Grantee agrees that Grantor, its successors and assigns, may use the Easement Area for any purpose which would not otherwise interfere with Grantee's use of the Easement Area.
4. **Construction and Maintenance.** The Grantee, as a result of the construction, installation, and /or operation of all improvements located upon the Easement Area, shall continue to maintain and or properly repair any and all improvements throughout the term of this Agreement.
5. **Covenants Running with the Land.** This Agreement shall be appurtenant to and run with the land, and shall be for the benefit of and binding upon the parties and their respective successors and assigns; and shall supersede and control, should any conflicting easements exist.

IN WITNESS WHEREOF, the parties have signed below.

[Signatures on following pages]

[Rest of this page left intentionally blank]

ATTACHMENT #1

GRANTOR:

Signed, Sealed and Delivered in the presence of:

One Oak MD Groves, LLC, a Florida Limited Liability Company
By: Hupp RE Holdings, LLC, as Manager

Suzanna Sucevic
Witness Signature
Suzanna Sucevic
Print/Typed Witness Name

By: [Signature]
Andrew J. Hupp, Manager

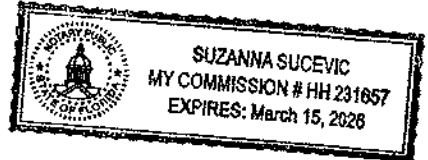
Witness Address: 907 S. Ft. Harrison Ave. Ste. 102
Clearwater, FL 33756 +

Rebecca Hoffman
Witness Signature
Rebecca Hoffman
Print/Typed Witness Name
Witness Address: 907 S. Ft. Harrison Ave. Ste 102
Clearwater, FL 33756

STATE OF Florida
COUNTY OF Pineellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of March 2025, ~~2024~~ by Andrew J. Hupp, as Manager of Hupp RE Holdings, LLC a Florida Limited Liability Company as Manager of One Oak MD Groves, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public
My Commission expires:



ATTACHMENT #1

GRANTEE:

Signed, sealed and delivered
in the presence of:

The City of Mount Dora, a Florida
municipal corporation

[Signature]
Witness Name:

Witness Address: 510 N Baker St

By: [Signature]
Crissy Stile, Mayor

[Signature]
Witness Name:

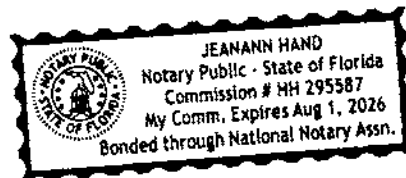
Witness Address: 510 N BAKER ST

Attest:
[Signature]
Jeanann Hand, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [] physical presence or []
online notarization, this 15 day of NOVEMBER, 2024 by Crissy Stile, as Mayor of The City of
Mount Dora, a Florida municipal corporation, on behalf of the corporation, who is personally
known to me or [] has produced a driver's license as identification.

[Signature]
Notary Public
My Commission expires:



ATTACHMENT #1

EXHIBIT "A"

**SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF FIDDLER DRIVE PER PLAT OF LAKESIDE AT WATERMAN VILLAGE AS RECORDED IN PLAT BOOK 76, PAGE 30 OF THE PUBLIC RECORDS OF SAID LAKE COUNTY; THENCE ALONG THE NORTH LINE OF SAID FIDDLER DRIVE, S 89°32'15" W, 91.22 FEET; THENCE DEPARTING SAID LINE, ALONG THE EAST RIGHT OF WAY LINE OF J.W. SIMPSON WAY, N 00°21'47" W, 9.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, N 00°21'47" W, 10.00 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, N 89°59'45" E, 193.82 FEET; THENCE S 82°57'03" E, 181.50 FEET; THENCE S 68°51'42" E, 282.71 FEET; THENCE S 72°18'50" E, 290.36 FEET; THENCE S 73°44'42" E, 308.54 FEET; THENCE S 75°57'39" E, 232.30 FEET; THENCE S 75°05'13" E, 311.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S 40°01'43" E, 17.41 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N 75°05'13" W, 325.99 FEET; THENCE N 75°57'39" W, 232.41 FEET; THENCE N 73°44'42" W, 308.86 FEET; THENCE N 72°18'50" W, 290.79 FEET; THENCE N 68°51'42" W, 281.78 FEET; THENCE N 82°57'03" W, 179.65 FEET; THENCE S 89°59'45" W, 193.14 FEET TO THE POINT OF BEGINNING.


| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 89°32'15" W | 91.22' |
| L2 | N 00°21'47" W | 9.39' |
| L3 | N 00°21'47" W | 10.00' |
| L4 | N 89°59'45" E | 193.82' |
| L5 | S 82°57'03" E | 181.50' |
| L6 | S 68°51'42" E | 282.71' |
| L7 | S 72°18'50" E | 290.36' |
| L8 | S 73°44'42" E | 308.54' |
| L9 | S 75°57'39" E | 232.30' |
| L10 | S 75°05'13" E | 311.82' |
| L11 | S 40°01'43" E | 17.41' |
| L12 | N 75°05'13" W | 325.99' |
| L13 | N 75°57'39" W | 232.41' |
| L14 | N 73°44'42" W | 308.86' |
| L15 | N 72°18'50" W | 290.79' |
| L16 | N 68°51'42" W | 281.78' |
| L17 | N 82°57'03" W | 179.65' |
| L18 | S 89°59'45" W | 193.14' |

PAGE 1 OF 2
LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

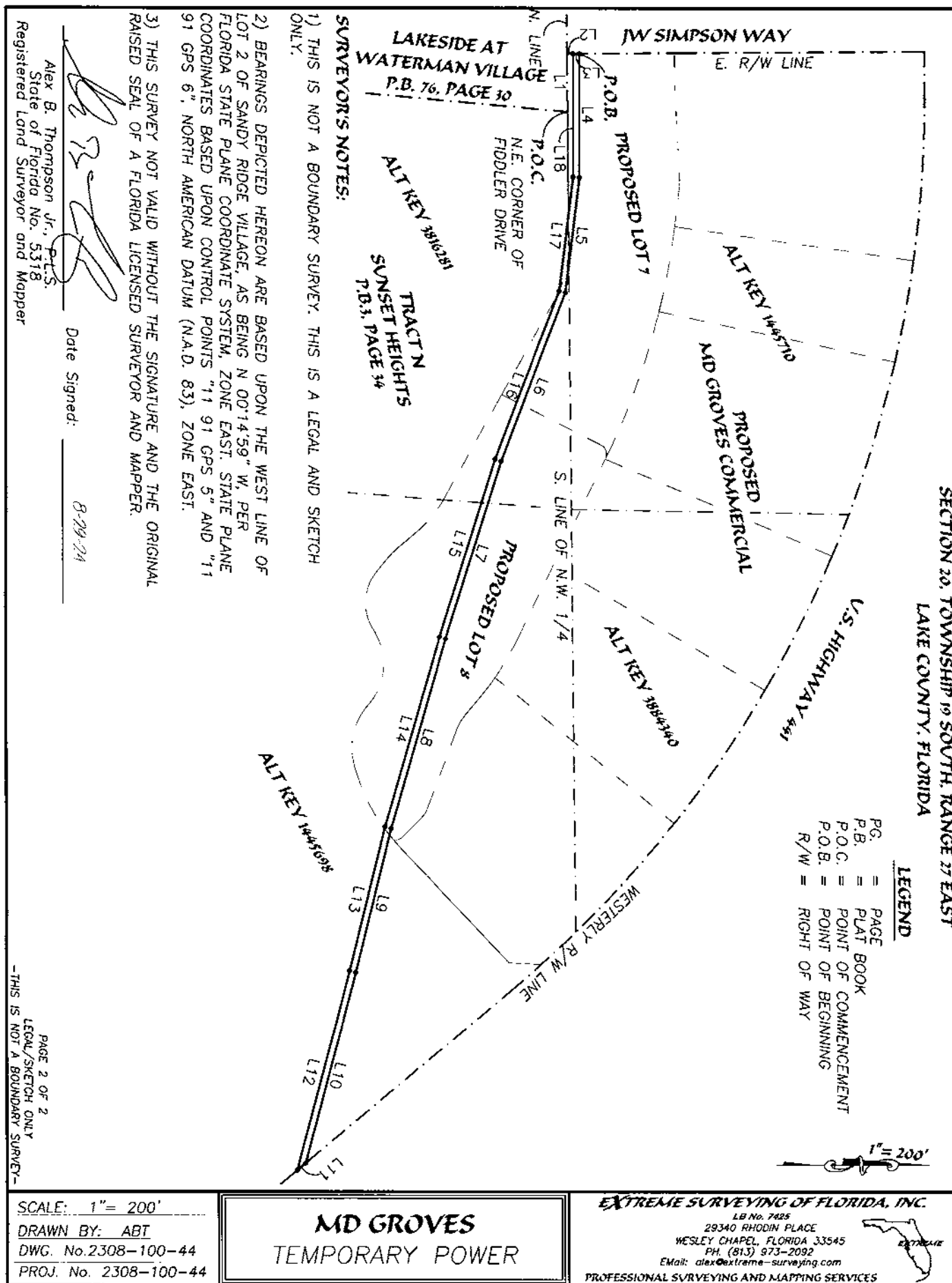
SCALE: 1" = 200'
DRAWN BY: ABT
DWG. No. 2308-100-44
PROJ. No. 2308-100-44

MD GROVES
TEMPORARY POWER

EXTREME SURVEYING OF FLORIDA, INC.
LB No. 7425
29340 RHODIN PLACE
WESLEY CHAPEL, FLORIDA 33545
PH. (813) 973-2092
E-Mail: alex@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES



ATTACHMENT #1



RESOLUTION 2026 – 20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE ‘RELEASE AND TERMINATION OF TEMPORARY UTILITY EASEMENT’ BETWEEN THE CITY AND ONE OAK MD GROVES, LLC, AS ATTACHED HERETO; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVING’S CLAUSE; PROVIDING FOR CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, One Oak MD Groves, LLC, (“Owner”) granted to City that Temporary Utility Easement dated October 15, 2024, and recorded on March 28, 2025, as Instrument #2025037714 in Official Records Book 6499, Pages 1769-1774, in the Public Records of Lake County, Florida, for the temporary relocation of overhead electrical utility infrastructure to facilitate City’s utility line undergrounding project (the “ Temporary Utility Easement”); and

WHEREAS, the parties have complied with all terms and conditions of the Temporary Utility Easement; and

WHEREAS, the City has completed the utility line undergrounding project identified in the Temporary Utility Easement and therefore the Temporary Utility Easement serves no further public purpose; and

WHEREAS, accordingly, the City and Owner desire to release and terminate the Temporary Utility Easement that is located on Owner’s real property and both parties are agreeable to the ‘Release and Termination of the Temporary Utility Easement’ attached hereto as **Exhibit “A.”**

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Findings and Intent. The City of Mount Dora Council has complied with all requirements and procedures of Florida Law in processing this Resolution and adopts the findings recited in the whereas clauses above as its intent in the adoption of this Resolution.

SECTION 2. Release and Termination of Temporary Utility Easement. The City of Mount Dora hereby authorizes the Mayor to execute the ‘Release and Termination of Temporary Utility Easement’ attached hereto as Exhibit “A.”

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem 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. Once this resolution is adopted and the ‘Release and Termination of Temporary Utility Easement’ attached hereto as Exhibit “A” is fully executed, the

City Manager shall record a copy of same in the Public Records of Lake County, Florida and shall furnish certified copies to the property appraiser and tax collector of Lake County.

SECTION 4: Saving's Clause. All prior actions of the City Council, and any and all associated or related matters, are hereby ratified and affirmed.

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, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, work, or portion of the Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date. This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this ___ day of _____ 2026.

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

EXHIBIT "A"
*Release and Termination of the
Temporary Utility Easement*

Prepared by:
Andrew J. Hand
Shepard, Smith, Hand & Brackins, PA
2300 Maitland Cntr Pkwy
Suite 100
Maitland, Florida 32751

Return to:
City Clerk
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

RELEASE AND TERMINATION OF TEMPORARY UTILITY EASEMENT

This **Release and Termination of Temporary Utility Easement** (“Release”) made this ____ day of _____, 2026 between the **City of Mount Dora**, a Florida municipal corporation, whose mailing address is 510 N. Baker Street, Mount Dora, FL 32757 (“City”) and **One Oak MD Groves, LLC**, a Florida Limited Liability Company (“Owner”), whose address is 907 South Ft. Harrison Avenue, Suite 102, Clearwater, Florida 33756:

WITNESSETH

WHEREAS, One Oak MD Groves, LLC, granted to City that Temporary Utility Easement dated October 15, 2024, and recorded on March 28, 2025, as Instrument #2025037714 in Official Records Book 6499, Pages 1769-1774, in the Public Records of Lake County, Florida, for the temporary relocation of overhead electrical utility infrastructure to facilitate City’s utility line undergrounding project (the “Temporary Utility Easement”); and

WHEREAS, the parties have complied with all terms and conditions of the Temporary Utility Easement; and

WHEREAS, City has completed the utility line undergrounding project identified in the Temporary Utility Easement and therefore the Temporary Utility Easement serves no further purpose; and

WHEREAS, accordingly, the City and Owner desire to release and terminate the Temporary Utility Easement that is located on Owner’s real property and both parties are agreeable to this Release.

Now, therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby remise, release, terminate and vacate the Temporary Utility Easement which shall have no further force or effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have signed below.

Signed, sealed and delivered
in the presence of:

The City of Mount Dora, a Florida
municipal corporation

Witness Name: _____
Witness Address: _____

By: _____
James Homich, Mayor

Witness Name: _____
Witness Address: _____

Attest:

Jeanann Hand, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026 by James Homich, as Mayor of The City of Mount Dora, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or [] has produced a driver's license as identification.

Notary Public
My Commission expires:

[Signatures continue on following page]

Signed, Sealed and Delivered in the presence of:

One Oak MD Groves, LLC, a Florida Limited Liability Company
By: Hupp RE Holdings, LLC, as Manager

Witness Signature

By: _____
Andrew J. Hupp, Manager

Print/Typed Witness Name
Witness Address: _____
_____+

Witness Signature

Print/Typed Witness Name
Witness Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026 by Andrew J. Hupp, as Manager of Hupp RE Holdings, LLC, a Florida Limited Liability Company as Manager of One Oak MD Groves, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or [] has produced a driver's license as identification.

Notary Public
My Commission expires:



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2026-21** to Apply for the Cultural Facilities Grant

Introduction:

This is a request for City Council approval to apply for the 2027 Cultural Facilities Grant through the Florida Department of State, Division of Cultural Affairs.

Discussion:

The Florida Department of State, through the Division of Cultural Affairs, provides financial support for the renovation, construction, and acquisition of cultural and community facilities. Eligible projects for this funding opportunity include outdoor amphitheatres, performing arts centers, theaters, cultural centers, education facilities, and community centers.

The application deadline is July 10, 2026. The maximum grant award is \$500,000. If awarded, the grant may assist the City in advancing eligible cultural or community facility improvements while leveraging outside funding. Submitting the application does not obligate City funds, nor does it authorize construction, acquisition, renovation, or other physical project work. Any future project scope, grant acceptance, matching funds, budget amendment, agreement, or related implementation action would be brought back to City Council for consideration and approval as required.

The City intends to pursue funding assistance for the proposed Evans Park Outdoor Amphitheater/Performance Area as part of the larger Evans Park Waterfront Improvements Project. This project is a component of the City's long-range waterfront master planning efforts to build permanent infrastructure that better supports community events, cultural programming, recreational activities, and daily public use along the Lake Dora waterfront.

Evans Park serves as the focal point of the City's waterfront park system and is one of Mount Dora's most heavily utilized recreational assets. However, the site currently lacks many of the permanent amenities and infrastructure necessary to fully support daily public use, community programming, and special events. The proposed improvements will help transform Evans Park

into a more functional community waterfront destination while supporting the City’s long-term vision for activation of the entire waterfront park system.

The Outdoor Amphitheater/Performance Area is envisioned as a permanent community gathering space capable of supporting concerts, performances, festivals, educational programming, and other public events. Eligible grant-funded improvements may include the performance area itself, associated site preparation and grading, utility infrastructure, lighting, accessibility improvements, restroom facilities, and other supporting amenities necessary for the operation and public use of the facility.

In addition to enhancing recreational and cultural opportunities, the project will provide opportunities to relocate larger events from the downtown core to the waterfront. This will reduce the need for downtown street closures, lessen operational and staffing impacts on City departments, improve traffic circulation during major events, and provide enhanced event infrastructure for both City-sponsored and third-party community events.

Budget Impact:

There is no immediate budget impact associated with approval to apply for the grant. The grant has a maximum award amount of \$500,000 and includes match requirements. Leveraging multiple grant opportunities demonstrates responsible fiscal stewardship by maximizing external funding sources and reducing the potential burden on local taxpayers while advancing improvements identified within the City’s planned waterfront planning efforts.

If the City is awarded funding, staff will return to City Council for consideration of grant acceptance, any required match, budget amendment, and related project authorization before the City incurs any grant-related financial obligation. Should the project move forward, staff may evaluate eligible funding sources for the City’s required match or related project costs, including the potential use of Parks and Recreation impact fees to the extent legally available and appropriate for eligible project components. Any proposed use of impact fees or other City funding sources would be brought back to City Council for consideration and approval.

This approach preserves City Council discretion and avoids creating any current financial commitment, particularly in light of the pending property tax exemption issue and its potential impact on future City revenues.

Strategic Impact:

Applying for the Cultural Facilities Grant supports the City’s strategic priorities by pursuing outside funding opportunities that enhance cultural and recreational amenities, expand community event infrastructure, and activate the Lake Dora waterfront. The proposed Evans Park Outdoor Amphitheater/Performance Area supports the City’s long-range waterfront vision by creating permanent event infrastructure, increasing programming opportunities, enhancing daily public use of the waterfront, and reducing operational impacts associated with hosting large events in the downtown core.

This grant application directly advances Strategic Plan 2 – Beautify Mount Dora, Goal: Implement beautification improvements to parks and open spaces, and Objective 5.5: Pursue

grants and other funding opportunities to develop the Lake Dora Waterfront Master Plan. The project also supports Strategic Initiative 4, Goal 12: High-quality programs for all age groups, and Strategic Initiative 5, Goal 13 / Objective 13.1: Pursue federal, state, and local grants to fund City projects and studies.

Recommendation:

City Council Approve Resolution 2026-21 to apply for the 2027 Cultural Facilities Grant and authorize the City Manager, or designee, to execute and submit the completed application and any related application documents on behalf of the City.

Note: This action does not obligate City funding and does not initiate any physical project work until further Council action.

Attachment(s):

1. Attachment 1 2027 Cultural Facilities Grant
2. Resolution 2026-21_27-28 Cultural Facilities Grant

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

Reviewed by:

Troy Shonk, Parks & Recreation Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/16/2026

Approved - 6/16/2026

Approved - 6/17/2026

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026



2027 Cultural Facilities Grant

The Florida Department of State through the Division of Cultural Affairs provides financial support for the renovation, construction, and acquisition of cultural and community facilities.

Eligible projects for this funding opportunity include:

- Outdoor Amphitheater/Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

Application Deadline: July 10, 2026

Maximum Grant Amount: \$500,000

Match Requirements:

- 1 to 2 match for organizations with total support and revenue of more than \$500,000 in the unrestricted column of the audit in their last completed fiscal year
- 1 to 1 match for REDI organizations

At least 25% of the matching funds must be cash.

RESOLUTION NO. 2026-21

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE CULTURAL FACILITIES PROGRAM REQUESTING \$500,000 FOR THE EVANS PARK PROJECT; AUTHORIZING THE COMMITMENT OF \$1,000,000 IN MATCHING FUNDS; PROVIDING FOR IMPLEMENTATION; 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 of Mount Dora has the opportunity to apply for funding through the Florida Division of Arts and Culture Cultural Facilities Program for the Evans Park Project; and

WHEREAS, the Florida Division of Arts and Culture Cultural Facilities Program provides grant funding in the amount of \$500,000, subject to a required two-to-one local matching contribution; and

WHEREAS, the City Council finds and determines that the Evans Park Project will provide significant public benefit through the enhancement of cultural, recreational, and community facilities serving residents and visitors of the City of Mount Dora; and

WHEREAS, the City Council further finds that the City is committed to providing the required local match and that eligible matching funds in the amount of \$1,000,000 will be available by July 1, 2027; and

WHEREAS, the City Council determines that submission of the grant application and commitment of the required matching funds are in the best interest of the City and will support the successful completion of the Evans Park Project.

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. Authorization of Grant Application and Matching Funds. The City Council hereby authorizes submission of a grant application to the Florida Division of Arts and Culture Cultural Facilities Program requesting funding in the amount of \$500,000 for the Evans Park

Project and further authorizes the commitment of \$1,000,000 in eligible matching expenditures to be available by July 1, 2027.

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, including execution and submission of grant-related documents. 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 grant application, matching funds commitment, 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.

(The rest of this page is left blank intentionally.)

PASSED AND ADOPTED this 7th day of July, 2026.

JAMES L. HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Joint Planning Area (JPA)

Introduction:

This is an opportunity for City Council to review and discuss the draft Amended and Restated Joint Planning Agreement between the City of Mount Dora and Lake County.

Discussion:

The City has been working collaboratively with Lake County staff on a revised JPA. The original agreement was adopted on September 28, 2004, and has been amended twice since its inception. The draft Amended and Restated JPA would terminate and replace the prior JPA and amendments, update the Joint Planning Area framework, and clarify the procedures for annexation, development review, utility planning, roadway transfers, and intergovernmental coordination.

Main Edits in the Draft JPA:

- Rescinds and replaces the prior JPA. The drafted Amended and Restated JPA is intended to replace the 2004 agreement and its amendments.
- Updates the Joint Planning Area boundaries. Exhibit A establishes the JPA boundary and supersedes prior JPA maps.
- Clarifies review roles and timelines. The Primary Jurisdiction forwards applications for Significant Development Orders to the Secondary Jurisdiction within 10 business days of receipt of the application, and the Secondary Jurisdiction provides comments due within 20 business days of receipt of the application.
- Adds language regarding utility service and capacity. JPA states that urban development within the JPA is intended to be served by City Utilities, subject to capacity. The City determines whether capacity is available to serve a project, and the agreement provides options if capacity is not immediately available.
- Defines road transfer and resurfacing responsibilities. The draft JPA identifies road segments that will transfer to the City after 50% of its frontage is annexed into the City; road segments that will transfer to the City within 24 months; and segments requiring County resurfacing or upgrades prior to transferring to the City.

- Addresses key transportation projects. The agreement recognizes the Eudora Roundabout and a conceptual new collector roadway corridor, and details future maintenance responsibilities.
- Continues planning for economic development and environmental resources. The draft JPA retains coordination on the Employment Center, Wekiva Parkway and Protection Act implementation, environmentally sensitive lands, and the Wekiva Trail.
- Clarifies term, renewal, amendment, and termination. The agreement automatically renews every five years unless terminated, and either party may terminate with 180 days written notice.

Budget Impact:

There is no direct budget impact associated with review of the draft interlocal agreement. Implementation of roadway, utility, or infrastructure provisions would be addressed through separate agreements, capital planning, or future budget actions as applicable.

Strategic Impact:

The JPA supports the City’s strategic planning initiatives by clarifying future municipal boundaries, promoting coordination with Lake County, supporting infrastructure and land use planning, and guiding orderly and managed growth consistent with the City’s vision.

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 2: Beautify Mount Dora

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

Strategic Initiative 4: Provide High-Quality Services

Recommendation:

Staff has provided the attached track changes to the County. We will bring it back to the Council once responses are received. If there is any further direction from the Council, please provide and we will share with the County

Attachment(s):

1. Amended and Restated Mt. Dora JPA (pab ajh)pab6-16-26
2. Attachment #1 Fifth Amendment to Mount Dora JPA Extension

Prepared by: Vince Sandersfeld, City Manager

Reviewed by:

Michele Janiszewski, Deputy Planning Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/18/2026

Approved - 7/1/2026

Approved - 7/1/2026

Final Approval - 7/1/2026

**AMENDED AND RESTATED JOINT PLANNING AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND LAKE COUNTY, FLORIDA**

This Amended and Restated Joint Planning Agreement (“Agreement”) is made by and between the City of Mount Dora, a Florida Municipal Corporation (the “CITY”) and Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”) (collectively referred to as “Parties”).

PREAMBLE

WHEREAS, the CITY and the COUNTY recognize that proper intergovernmental cooperation and coordination are essential for sound growth management; and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries, and ensure meaningful communication and evaluation during development review by establishing a coordinated process; and

WHEREAS, pursuant to Part II of Chapter 163, *Florida Statutes*, the Community Planning Act (the “Act”), the CITY and the COUNTY have each adopted and subsequently amended their Comprehensive Plans (the “Comprehensive Plan(s)”); and

WHEREAS, the CITY’s and the COUNTY’s respective Comprehensive Plans contain goals, policies, and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, and joint land use planning; and

WHEREAS, the CITY and the COUNTY recognize that joint planning for the growth and development of their respective jurisdictions regarding all matters of common impact and interest is consistent with State law and serves the public interest; and

WHEREAS, the CITY and the COUNTY are desirous of engaging in joint efforts to collectively comprehensively plan certain areas within-on the boundaries of the municipal limits [AH1] of the CITYity of Mt. Dora and as well as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries of Lake County, Florida, as set forth in Exhibit “A”, attached hereto and incorporated herein by reference (the “Joint Planning Area” or the “JPA”); and

WHEREAS, the CITY and the COUNTY seek to have compatible land uses adjacent to their common boundaries for planning consistency and smart growth; and

WHEREAS, the CITY and the COUNTY wish want to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA for parcels that are intended to be annexed into the CITY, or which may be annexed into the CITY in the foreseeable future; and

WHEREAS, there is no intent for this Agreement to restrict the CITY’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the CITY or within the JPA ~~in the event should~~ the CITY annexes such lands; and

WHEREAS, there is no intent for this Agreement to restrict the COUNTY's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, at all times, the CITY's Comprehensive Plan and land development regulations shall apply to all areas within the municipal boundaries of the CITY and, at all times, the COUNTY's Comprehensive Plan and land development regulations shall apply to all areas outside of the CITY's municipal boundaries and within the unincorporated areas of Lake County; and

WHEREAS, this ~~joint planning agreement (this "Agreement")~~ will provide a basis for the evaluation of future annexation proposals and development applications that are intended to be annexed into the CITY and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the CITY and the COUNTY wish to identify a joint planning area and have determined that a joint planning agreement will foster intergovernmental coordination and cooperation, economical provision of services, including utilities, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the CITY and the COUNTY with ample opportunities for renegotiation in or amendment in response to changed circumstances, including the ability to see refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the CITY and the COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), *Florida Statutes*; and

WHEREAS, it is the intent of the CITY and the COUNTY that this Agreement shall be immediately applicable to any issuance of a Significant Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA, and submitted to the CITY or the COUNTY after the effective date of this Agreement; and

WHEREAS, this Agreement will facilitate the flow of information regarding land development issues between the CITY and the COUNTY; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.”; and

WHEREAS, the CITY and the COUNTY find that the benefits of intergovernmental communications and coordination will accrue benefit to its respective citizens; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, *Florida Statutes* (2022); and

WHEREAS, the parties previously entered into a ~~J~~oint ~~p~~lanning ~~a~~greement on September 28, 2004, amended on March 3, 2015, to expand the boundaries, and amended a second time on June 27, 2023, to remove provisions that may have been deemed contrary to law, which will be duly terminated and replaced with this Amended and Restated Joint Planning Agreement; and

WHEREAS, via this Amended and Restated Joint Planning Agreement, the CITY and the COUNTY desire to terminate the Joint Planning Agreement as previously amended and engage in joint efforts to ~~cooperatively-comprehensively~~ plan ~~certain areas within the municipal limits of the City of Mount Dora as well as~~ certain areas located within the boundaries of Lake County as depicted on **Exhibit “A”** ~~attached hereto (the “Joint Planning Area” or the “JPA”)~~ under the terms specified herein; and

WHEREAS, the parties have determined this Agreement to be in the best interests of the public health, safety, and welfare of the residents of Lake County, Florida.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I – INCORPORATION OF PREAMBLE

The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an interlocal agreement pursuant to the authority given to the COUNTY and the CITY, including authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a, Florida Statutes, as well as Chapter 125, Chapter 166, and Chapter 171, Florida Statutes, and the Constitution of the State of Florida.

ARTICLE II – DEFINITIONS

1. Act. Means the “Community Planning Act” as set forth in Section 163.3161, et. seq., Florida Statutes, as the same may be amended or superseded from time to time.

2. Agreement. Means this Agreement, as the same may be amended or supplemented as provided for herein.

3. City. Means the City of Mount Dora, a Florida municipal corporation.

4. City Council. Means the elected legislative governing board of the City of Mount Dora.

5. City Utility/Utilities. Means the sanitary sewer collection and treatment system, the potable water treatment and distribution system, and the reclaimed water distribution system owned by the CITY.

5.6. Collector Roadway. Means the type of road that provides for movement between local streets and the regional roadway networks. A collector roadway may include an arterial roadway.

6.7. County. Means Lake County, Florida, a political subdivision of the State of Florida.

7.8. County Commission. Means the elected legislative governing board of Lake County.

8.9. Development. Means development as set forth in Sections 163.3164(14) and 380.04, Florida Statutes, as amended or superseded from time to time.

9.10. Employment Center. Means an area in which a variety of land uses, including light industrial, distribution, manufacturing and assembly uses, offices, and limited multi-family, comprise a mixed-use center providing a concentration of employment for the region. The Employment Center is designated as Employment Center on the City of Mount Dora Future Land Use Map and Regional Office on the Lake County Future Land Use Map as depicted in **Exhibit “D.”**

10.11. Future Land Use Element. Means that section of either the CITY’s or the COUNTY’s Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

11.12. Governing Body. Means, in the case of the COUNTY, the Board of County Commissioners, and in the case of the CITY, the City Council.

12.13. Infrastructure or Utility Improvements. Means any proposed sewer, water, reuse water, stormwater, right-of-way, roadway, electric, gas, telecommunication, park, open space, public building, public utility, public drainage, or public retention owned or operated by a local government or private entity.

13.14. Joint Planning Area or JPA. Means that area depicted in **Exhibit “A.”**

~~14.15.~~ Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the CITY, by the COUNTY, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

~~15.16.~~ Primary Jurisdiction. Means the entity (CITY or COUNTY) that receives an application for a Significant Development Order within the Joint Planning Area for areas outside the municipal boundaries and in unincorporated Lake County, or a CITY application for a Significant Development Order that is adjacent to or impacts a county road, county stormwater management facilities, or has significant economic development impacts.

~~16.17.~~ Resurfacing (of Roadways). “Resurfacing” or “Resurface” of roadways identified in Exhibit “B” and Section 5C(1) below shall mean milled and resurfaced with 1.5” FC 12.5 (7-22) in accordance with FDOT Standard Plans for Road and Bridge Construction, except for where the COUNTY and CITY expressly agree in writing that isolated milling for tie-ins and curbing areas consistent with FDOT Standard Plans for Road and Bridge Construction is more appropriate. Old 441, Eudora, Limit Avenue and Pine Avenue shall be milled and resurfaced. All roadways (except Old 441 & Eudora) identified for resurfacing will be resurfaced with 1” SP 9.5 in accordance with FDOT Standard Plans for Road and Bridge Construction. Isolated milling will be performed as deemed necessary for tie-in and curbing areas. Old 441 & Eudora would be milled and resurfaced with 1.5” FC 12.5 (76-22) in accordance with FDOT Standard Plans for Road and Bridge Construction.[PB2]

~~17.18.~~ Secondary Jurisdiction. Means the entity (CITY or COUNTY) who is the recipient of a forwarded application for a Significant Development Order from the Primary Jurisdiction.

~~18.19.~~ Significant Development Order. Means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either governing body or related to annexations or ~~a~~Annexation agreements, comprehensive plan amendments, site plans (excluding those resulting in less than a fifty percent (50%) expansion of a building, unless such expansion results in changes to parking, stormwater, water connections, or wastewater connections), planned unit developments (“PUD”) subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits or utility improvements within the JPA, meaning either those areas of unincorporated Lake County that are planned for or may be annexed into the City in the future, or any of the above referenced applications received by the CITY that are adjacent to or impacts a county road, county stormwater management facilities, or has significant economic development impacts[PB3].

~~19.20.~~ Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the CITY, as depicted in **Exhibit “A.”**

~~21.~~ Urban Development. Means any land that is used or planned for purposes other than agricultural purposes, for industrial, commercial, or institutional uses, or that has an existing or proposed residential density of greater than one unit per acre.

~~20.22.~~ Vested Development. Means development that has been issued a final development

order.

ARTICLE III – JOINT PLANNING AREA

1. Joint Planning Area. The Joint Planning Area shall consist of those lands identified in **Exhibit “A”** attached hereto. Any conflict between the Joint Planning Area described in **Exhibit “A”** attached to this Agreement and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this **Exhibit “A”** shall prevail.

2. Incorporation of Boundaries. The COUNTY and the CITY will use their best efforts to incorporate the terms and conditions of this Agreement along with the boundaries of the Joint Planning Area into the Future Land Use Elements of their respective plans. The COUNTY and the CITY will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The COUNTY and the CITY will use their best efforts to implement the developmental and environmental considerations set forth in Article V hereof.

3. Comprehensive Plans.

A. It is the intent of the CITY and the COUNTY that the comprehensive plans of the CITY and the COUNTY shall ensure that the lands in the Joint Planning Area are developed consistent with development within the CITY, and, at the same time, are developed in a way that will ensure efficient provision of public infrastructure and services in this area. If land within the Joint Planning Area is legally annexable (meeting the statutory requirements for annexation) and a Significant Development Order may-will require central utilities (CITY potable water, sanitary sewer and reclaimed water) to serve such development, then the COUNTY shall encourage the applicant for such Significant Development Order to apply to the CITY for such approvals; provided, however, that the parties understand the COUNTY cannot require the applicant to apply for annexation. The CITY and COUNTY agree to work together to modify the policies of their respective Comprehensive Plans to reflect this approach.

B. The amendments contemplated in paragraph 3(A), above, shall cover growth management issues and may include, but are not limited to, the following topics:

- (1) Timing of urban growth;
- (2) Density of urban and pre-urban areas;
- (3) Limiting private utility providers to areas outside the JPA;
- (4) Environmental resource management, including potential greenbelt areas;
- (5) Innovative and flexible planning such as mixed-use, clustering and open space provisions; and
- (6) Transportation planning consistent with Lake County transportation plan.

C. Notwithstanding the foregoing representations, or any other language

within the document to the contrary, the parties hereby agree and acknowledge that the State of Florida is a “property rights state” pursuant to Section 70.002, *Florida Statutes*. To the extent practicable, the parties will seek to abide by the density and intensity requirements set forth under this Agreement; provided, however, that nothing herein shall restrict either the COUNTY or the CITY from exercising its authority to amend its respective Comprehensive Plan, Official Zoning Maps, or apply Land Development Regulations consistent with the provisions contained herein, or otherwise to make land use decisions for areas within their respective jurisdictions within the JPA, especially if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY or the CITY by property owners seeking to enforce such private property rights.

4. Intent of Development.

A. It is the intent of the CITY and the COUNTY that the lands in the Joint Planning Area are developed consistent with development within the CITY, and that the review of applications for Significant Development Orders within the Joint Planning Area should be a collaborative process between the CITY and COUNTY.

B. The COUNTY shall provide development applications to the CITY for review and comment in accordance with Article IV. The CITY shall not require a development review fee from the applicant to provide comments to the COUNTY, unless the review is related to the developer applying to the CITY for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the COUNTY, with a copy to the applicant.

C. The COUNTY intends to propose adoption of the Wolf Branch Innovation District (WBID) policies into the updated comprehensive plan and the Wolf Branch Innovation District Design Standards for developments within the WBID into the updated Land Development Regulations for the County, contingent upon Board approval. The COUNTY agrees not to use the to process an amendment to its Comprehensive Plan after this Agreement is approved by both parties to prohibit the PUD Future Land Use Ceategory from being utilized on any proposed comprehensive plan amendment applications within the Joint Planning Area until after the adoption of the Wolf Branch Innovation District Design Standards. The COUNTY will continue to comply with the notice, review, and comment provisions of this Agreement with the CITY after the COUNTY adopts the Wolf Branch Innovation District Design Standards.

D. The COUNTY has existing comprehensive plan policies that require mandatory connection (Policy IX-3.1.2) to central sewer services within the COUNTY’S Urban Future Land Use Series (Policy IX-3.1.5). The CITY and COUNTY agree that urban development within the Joint Planning Area shall be served by City Utilities subject to treatment capacity and the language in paragraph F below.

E. The CITY and COUNTY acknowledge that the CITY has invested significant capital in the City Utilities which is anticipated to serve both existing and future incorporated and unincorporated customers within the Joint Planning Area. It is the intent of the COUNTY to ensure that their approval of any Significant Development Order containing proposed urban development

includes assurances of utility services consistent Policy IX-3.1.2 of the Lake County Comprehensive Plan (Mandatory Sewer Connection) and with this section.

F. It is the intent of the CITY to manage the City Utilities to provide adequate capacity for existing and future incorporated customers, as well as plan for expansion to serve future unincorporated customers and future incorporated customers via annexation. The CITY shall determine its capacity to serve new customers in its sole discretion based on actual or future planned capacity, but the provision of City Utilities to future unincorporated or potential annexation customers shall not be used as the basis to manage or control future land use or development decisions. Instead, the determination should be made based on treatment plant capacity. Should the CITY determine that capacity for a Significant Development Order not be available at the time of issuance of a Significant Development Order, the following sequence of options, consistent with general law, shall occur:

- (1) The CITY shall offer the applicant City Utility capacity when treatment plant capacity is available, to be memorialized in a Pre-Annexation/Utility Agreement between the CITY and applicant, which will include the requirements for on-site collection and distribution facilities provided by the applicant and contributions toward the construction of any required off-site collection and distribution facilities consistent with the CITY’s utility policies.
- (2) Should the applicant desire city utilities before the CITY can provide adequate treatment plant capacity to meet the timing of development desired by the applicant, the CITY shall work with the applicant, at the applicant’s sole discretion, to develop interim treatment systems and associated infrastructure designed to connect to the city system at a future date under CITY ownership until such time as treatment plant capacity will be available for the development.
- (3) If neither (1) or (2) are deemed ~~not to as~~ not be feasible by both the applicant and the CITY, the CITY acknowledges that the applicant, in its sole discretion, may explore alternative means of providing utility services to the property, including, but not limited to private utilities and/or other public utility providers.

5. Terms of Annexation.

A. The CITY shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of **Exhibit “A”** of this Agreement. As real property within the area depicted as unincorporated is annexed into the CITY, it shall be unnecessary to amend this Agreement or **Exhibit “A.”**

~~B. Terms of Annexation Related to Transfer of Infrastructure.~~ All future municipal annexation-related transfers of infrastructure shall occur consistent with the following

terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way identified as a Section 5B Transfer on **Exhibit “B,”** other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting rights-of-way (i.e., cross streets), except for existing COUNTY roads currently being maintained within the CITY, the CITY and COUNTY shall enter into a separate agreement for the CITY’s assumption of maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. On March 27, 2026, the County, City, and Northeast Community Redevelopment Agency entered into that certain Interlocal Agreement Regarding Tax Increment Revenues, recorded in the official records of Lake County at OR Book _____, Page _____, which is consistent with this Agreement and neither supersedes the other. Section 2.01(iii) thereof continues to apply to the COUNTY until the transfer contemplated under Section 5B hereof occurs.

C. Those roadways identified as “Section 5C Transfer within 24 Months” on **Exhibit “B”** are those roadway segments for which the CITY and COUNTY have agreed that ownership and maintenance responsibilities will transfer from the COUNTY to the CITY within twenty-four (24) months of the adoption of this Amended and Restated Joint Planning Area Agreement. The following represent special conditions of certain roadways shown on **Exhibit “B”**:

- (1) Those roadways shown as shown on **Exhibit “B”** as “Section 5C (1) Resurfacing Within 24 months” are roadway segments where the COUNTY has agreed to and shall Resurface those roadway segments within twenty-four (24) months as defined in this Agreement prior to the transfer of ownership and maintenance responsibilities to the CITY. On March 27, 2026, the County, City, and Northeast Community Redevelopment Agency entered into that certain Interlocal Agreement Regarding Tax Increment Revenues, recorded in the official records of Lake County at OR Book _____, Page _____, which is consistent with this Agreement. Section 2.01(iii) thereof shall apply to Limit Avenue from Donnelly St. to US 441 and Pine Avenue from N. Wardell Street to US 411 until the transfer contemplated hereunder occurs, including the resurfacing of Limit Avenue and Pine Avenue as set forth in Exhibit “B[PB4].”
- (2) The roadway segment shown on **Exhibit “B”** as “Section 5C (2) Resurfacing Coordinate with CITY and COUNTY” is separately identified due to unique circumstances that will require the CITY and COUNTY to collaborate regarding identification and repair of certain substandard existing conditions in addition to resurfacing prior to the transfer of ownership and maintenance from the COUNTY to the CITY[PB5].

D. The project known as the “Eudora Roundabout” is currently undergoing planning and is designed as a joint project between the COUNTY and the CITY. Once completed, the ownership and maintenance of this project shall become the responsibility of the CITY.

E. Within ten (10) calendar days of receiving an application for annexation for any property, the CITY shall provide the COUNTY initial notification of the request to annex, to include a copy of the application and any other documentation provided by the Applicant. Formal notification to the COUNTY under Section 171.044, Florida Statutes, shall follow at the appropriate date, and comply with statutory notice procedures.

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the COUNTY agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified on **Exhibit “B,”** until same are transferred to the CITY in accordance with the terms of this Agreement. Upon execution of this Agreement, the maintenance responsibility for any new roads constructed by the COUNTY in the CITY shall be established by separate agreement between the parties. Furthermore, consistent with this Agreement, the County agrees to continue to abide by Section 2.01(iii) of the March 27, 2026 Interlocal Agreement Regarding Tax Increment Revenues, recorded in the official records of Lake County at OR Book _____, Page _____.

7. Cooperation on New Collector Roadway Corridor. The CITY and COUNTY desire to cooperate on the establishment of a new collector roadway corridor as conceptually identified in **Exhibit “C.”** The CITY and COUNTY agree that this corridor represents an important transportation improvement for the region and will endeavor to ensure that any Significant Development Orders reviewed by either party consider the construction and delivery of this corridor in those development approvals. The corridor identified in **Exhibit “C”** is conceptual in nature and is intended to illustrate regional connectivity and not the literal or exact final location or route of the roadway. The CITY shall be responsible for the maintenance of this roadway when this roadway is constructed as long as the roadway meets the CeityITY takeover criteria in paragraph 5.B above.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS WITHIN THE JPA

1. Forwarding Development Applications. The Primary Jurisdiction (CITY or COUNTY) shall, within ten (10) businessworking days of receipt of any complete and sufficient applications and/or preliminary plans for a Significant Development Order within the JPA, provide a copy of such materials to the designated department, division, or office of the Secondary Jurisdiction as designated in Article VI, Section 6 of this Agreement. Either party may request a meeting to discuss the effect of such development and its consistency with this Agreement. Within twenty (20) businessworking days of receipt, the Secondary Jurisdiction shall provide comments regarding an application for a Significant Development Order directly to the Primary Jurisdiction to establish a single channel of communication with the owner(s) or applicant and establish the Primary Jurisdiction as the controlling entity. The noted time frames may be extended by consent of both parties in order for the staff of either party to review the other party’s comments so long as the time frames within the Primary Jurisdiction’s Land Development Regulations are met. If a modification of an application for a Significant Development Order is submitted to the Primary Jurisdiction, the Secondary Jurisdiction shall be afforded review pursuant the review time periods described herein.

2. Hearing Notification. If at any time the Secondary Jurisdiction shall consider the Significant Development Order or application at a public meeting, the Primary Jurisdiction and the landowner and/or applicant shall be given notice of the time, date and place of the public meeting.

3. Comments to be Considered. In addition to the evaluation and comments normally prepared by the CITY or the COUNTY agency initially accepting an application for a Development Order, any comments submitted by the agency of Secondary Jurisdiction in their review of the copy of a Development Order Application shall be considered by the Primary Jurisdiction in its review of the Development Order, which review shall include an examination of the relationship between the application, the CITY’S and the COUNTY’S Comprehensive Plans, Land Development Regulations, and this Agreement. The CITY and COUNTY shall include the commenting agency’s comments in their respective staff reports on any proposed Development Order.

4. Covenant to Annex. When reviewing any Development Order plan(s) or application(s) for properties within the JPA that are bound by a CITY covenant to annex, the CITY staff shall provide review comments and forward such covenant to annex directly to the COUNTY. Formal review of said plan(s) or application(s) along with the permitting, inspection, and the issuance of Certificates of Occupancy on such properties shall then be the responsibility of the COUNTY. Such properties shall meet the supplemental development criteria, if any, as stipulated in the CITY’S covenant to annex and any related agreements. The COUNTY shall not issue a Certificate of Occupancy until the CITY has approved all public infrastructure to be transferred to the CITY pursuant the terms established in the covenant to annex and related agreements and any additional CITY requirements, including concurrency, have been met, which requirements shall be forwarded to the COUNTY as part of the Development Order Application review process. All annexations are subject to City Council final approval.

5. Development Orders within the CITY’S portion of the JPA. The governing and/or administrative body of the CITY shall consider the comments of the COUNTY for property annexed after execution of this Agreement.

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

1. Designation of Employment Center. It is the intent of the CITY and the COUNTY to designate and promote the creation of an Employment Center located in the vicinity of Round Lake Road and State Road 46, as conceptually depicted in **Exhibit “D.”** The objective of this land use designation shall be to provide quality job opportunities, including professional offices, convenient to both the City of Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The CITY and the COUNTY shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this Employment Center, ensure compatibility with neighboring land uses, and respect the distinct identities of both the CITY and unincorporated area.

2. Coordination with State Agencies and Local Governments. It is the intent of the CITY and the COUNTY to coordinate with state agencies and local governments to implement requirements of the Wekiva Parkway and Protection Act. Within the JPA, these activities may include, but are not limited to, the establishment of Comprehensive Plan policies and land development regulations, creation of a master stormwater management plan, and the protection of habitat and recharge areas. The CITY and the COUNTY will work together to protect the quality and the natural replenishment of groundwater and surface water systems. The CITY and the COUNTY will work together to avoid new flood risks within the built environment.

3. Acquisition of Environmentally Sensitive Land. The CITY and the COUNTY shall explore cooperative efforts to acquire environmentally sensitive land within the JPA and consider development of a trail system to link natural areas with the surrounding community and employment center. The CITY and COUNTY have been cooperating and will continue to cooperate on the establishment and funding for the Wekiva Trail as conceptually shown on **Exhibit “E.”** The corridor identified on **Exhibit “E”** is conceptual in nature and is intended to illustrate regional connectivity and not the literal final location of the trail.

ARTICLE VI – GENERAL PROVISIONS

1. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the party’s executing this Agreement, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding upon, the parties hereto and their respective and express representatives, successors, and assigns.

2. Renegotiation. The COUNTY or the CITY may call for renegotiation of this

Agreement by written notice to the other party at any time. The CITY and the COUNTY may renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or contract the JPA boundary, or alter the designated time allowances as described in this Agreement. Upon such written notice, for a period of ninety (90) calendar days thereafter, the CITY and the COUNTY shall attempt to renegotiate this Agreement in good faith. During the ninety (90) day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If no Agreement is negotiated during the ninety (90) day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should either party seek judicial review of this Agreement, or to enforce this Agreement, the CITY and the COUNTY recognize that the venue will be properly located in Lake County, Florida, for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this Agreement.

3. Severability, Construction, and Interpretation. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party.

4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective immediately after filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall be recorded in the Public Records of Lake County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

5. Termination and Amendment.

A. Termination.

- (1) This Agreement shall renew automatically after five (5) years from the date of final adoption, and every five (5) years thereafter, unless it is terminated pursuant to paragraph subsection 2 below.
- (2) Either party may terminate this Agreement at any time by delivering written notice to the other party of its intent to terminate this Agreement at leaste one hundred and eighty (180) calendar days prior to the intended date of termination.

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B. Amendment. This Agreement may be amended at any time provided both parties authorize said amendment.

C. Amendment or Termination of Agreement to be in Writing. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amended this Agreement is executed by the County Commission Chairman and the Mayor after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.

6. Notice. Any notice to be delivered hereunder to either the CITY or the COUNTY by the other party shall be in writing and shall be deemed to be delivered when: (a) hand-delivered to the official designated hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth under the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

CITY

City Manager of Mount Dora
P.O. Box 176
510 North Baker Street
Mount Dora, FL 32757

With copy to:

Patrick Brackins/Andrew Hand
Shepard, Smith, Hand & Brackins, PA
2300 Maitland Center Pkwy, Suite 100
Maitland, FL 32751

COUNTY

County Manager
P.O. Box 7800
315 West Main Street
Tavares, FL 32778-7800

With a copy to:

County Attorney
P.O. Box 7800
Tavares, FL 32778-7800

Either party to this Agreement may unilaterally amend the address or designee to whom notices are to be delivered by providing notice to the other party as provided herein.

7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

8. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement.

9. Authority. The parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

10. Other Agreements. The parties hereby agreement that any previously effective joint planning agreements shall be terminated as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement and Restated Joint Planning Agreement on the respective dates under each signature.

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA, through its
Board of County Commissioners

Gary Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida
202~~5~~6.

Leslie Campione, Chairman

This - day of _____,

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY

CITY OF MOUNT DORA, FLORIDA

By: _____
James L. Homich Mayor

This ___ day of _____,

202~~65~~.

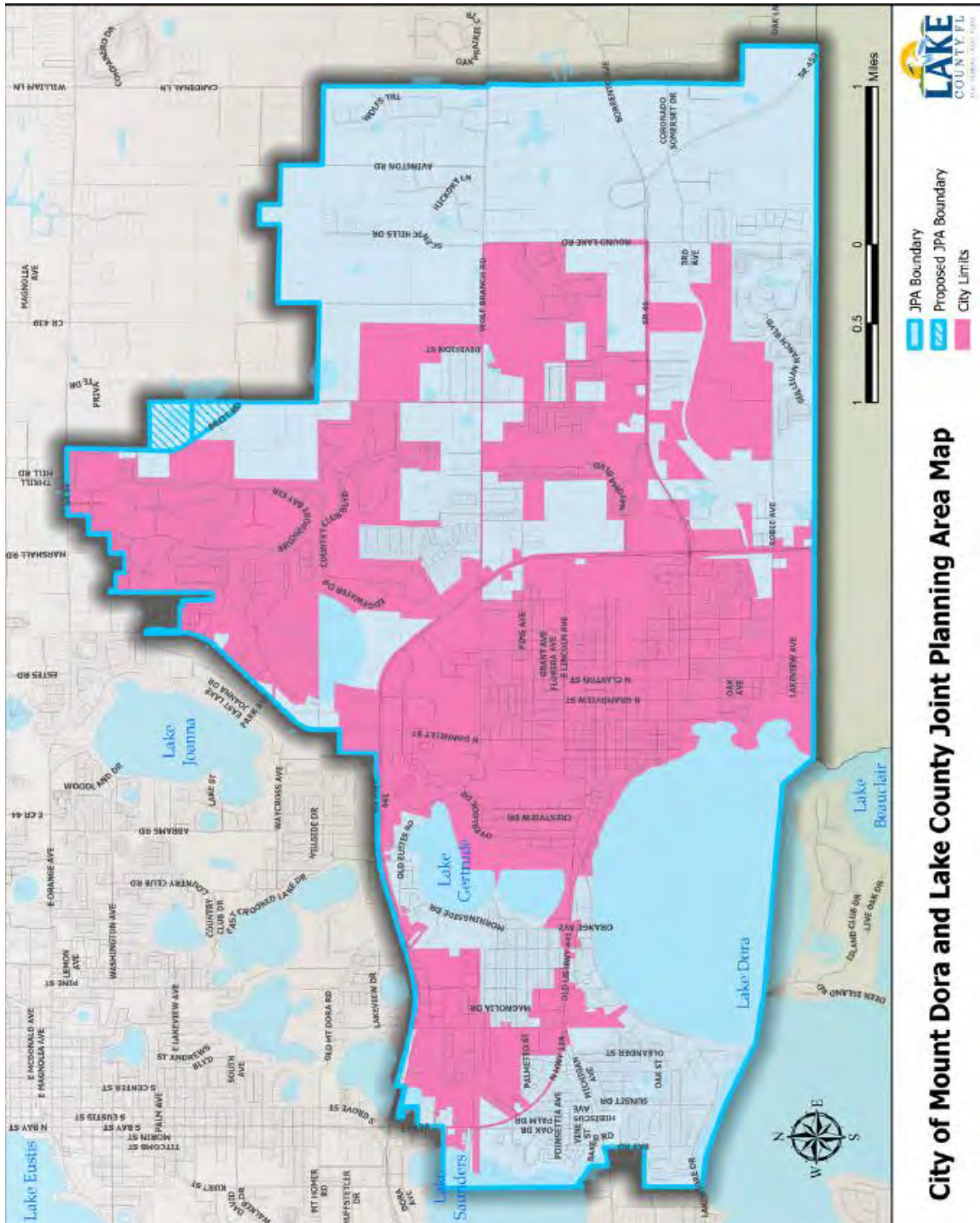
Attest:

By: _____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA ONLY.

Patrick Brackins/Andrew J. Hand, City Attorney

Exhibit "A"
 City of Mount Dora and Lake County Joint Planning Area (JPA) Map

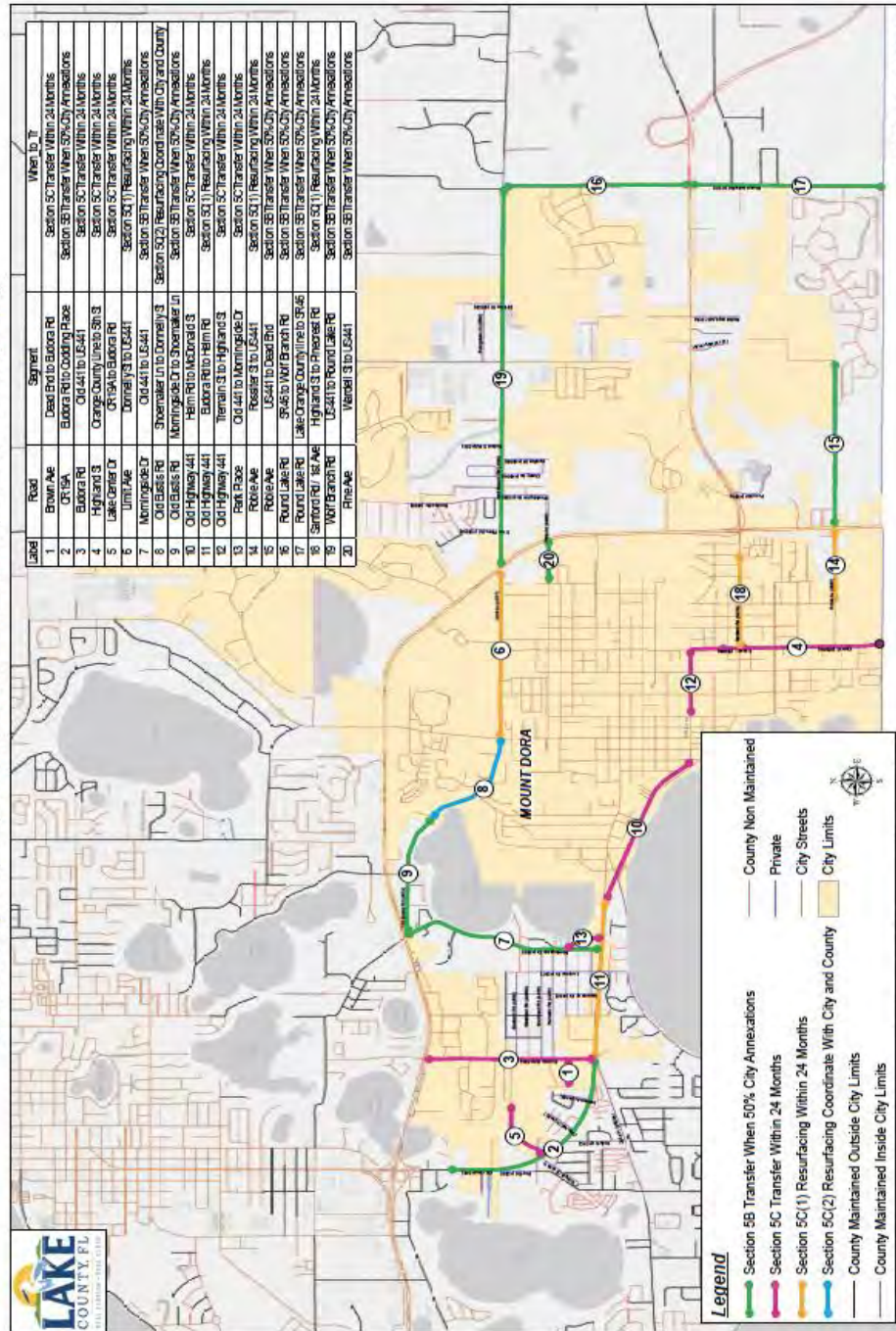


City of Mount Dora and Lake County Joint Planning Area Map

Exhibit B

Lake County and City of Mount Dora Maintained Streets Concept Map [MM6][PB7]

Lake County and City of Mount Dora Maintained Streets Concept Map



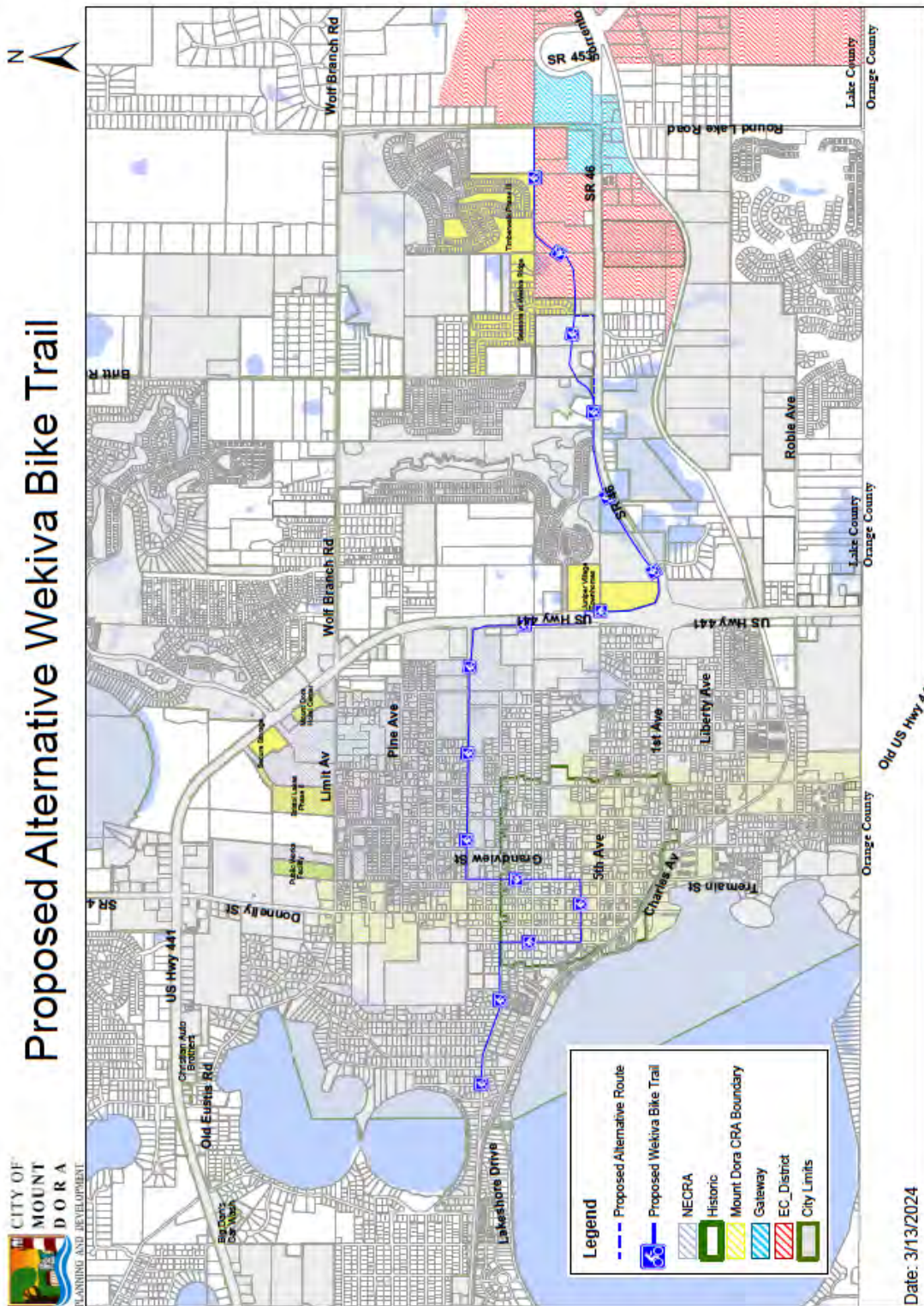
Roadway Table Inset (enlarged from Exhibit “B”)

| <u>Label</u> | <u>Road</u> | <u>Segment</u> | <u>When to Transfer</u> |
|--------------|------------------------|---------------------------------------|--|
| <u>1</u> | <u>Brown Ave</u> | <u>Dead End to Eudora Rd</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>2</u> | <u>CR 19A</u> | <u>Eudora Rd to Codding Pace</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>3</u> | <u>Eudora Rd</u> | <u>Old 441 to US 441</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>4</u> | <u>Highland St</u> | <u>Orange County Line to 5th St</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>5</u> | <u>Lake Center Dr</u> | <u>CR19A to Eudora Rd</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>6</u> | <u>Limit Ave</u> | <u>Donnelly St to US 441</u> | <u>Section 5C(1) Resurfacing Within 24 Months</u> |
| <u>7</u> | <u>Morningside Dr</u> | <u>Old 441 to US 441</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>8</u> | <u>Old Eustis Rd</u> | <u>Shoemaker Ln to Donnelly St</u> | <u>Section 5C(2) Resurfacing Coordinate with City and County</u> |
| <u>9</u> | <u>Old Eustis Rd</u> | <u>Morningside Dr to Shoemaker Ln</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>10</u> | <u>Old Highway 441</u> | <u>Heim Rd to McDonald St</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>11</u> | <u>Old Highway 441</u> | <u>Eudora Rd to Heim Rd</u> | <u>Section 5C(1) Resurfacing Within 24 Months</u> |
| <u>12</u> | <u>Old Highway 441</u> | <u>Tremain St to Highland St</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>13</u> | <u>Park Race</u> | <u>Old 441 to Morningside Dr</u> | <u>Section 5C Transfer Within 24 Months</u> |
| <u>14</u> | <u>Robie Ave</u> | <u>Rossiter St to US</u> | <u>Section 5C(1) Resurfacing</u> |

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

| | | | |
|-----------|-----------------------------|---|--|
| | | <u>441</u> | <u>Within 24 Months</u> |
| <u>15</u> | <u>Robie Ave</u> | <u>US 441 to Dead End</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>16</u> | <u>Round Lake Rd</u> | <u>SR 46 to Wolf Branch Rd</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>17</u> | <u>Round Lake Rd</u> | <u>Lake Orange County line to SR 46</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>18</u> | <u>Sanford Rd / 1st Ave</u> | <u>Highland St to Pinecrest Rd</u> | <u>Section 5C(1) Resurfacing Within 24 Months</u> |
| <u>19</u> | <u>Wolf Branch Rd</u> | <u>US 441 to Round Lake Rd</u> | <u>Section 5B Transfer When 50% City Annexations</u> |
| <u>20</u> | <u>Pine Ave</u> | <u>Wardell St to US 441</u> | <u>Section 5C(1) Resurfacing within 24 Months</u> <u>B Transfer When 50% City Annexations</u> [PB8] |

Exhibit "E"
Wekiva Trail Map



ATTACHMENT #1



COUNTY MANAGER'S OFFICE

P.O. Box 7800 • 315 W. Main St., Suite 308 • Tavares, FL 32778

February 18, 2026

Mr. Vince Sandersfeld, City Manager
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement

Dear Mr. Sandersfeld:

The Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment) calls for the City and the County to use their best efforts to adopt a new Joint Planning Agreement (JPA) within twelve (12) months of the Effective Date of the 2nd Amendment, which was June 27, 2023.

To date, we have agreed to four extensions, the last of which is set to expire on February 22, 2026. Since the efforts to adopt a new JPA are not yet complete, through the authority provided in Article III, Paragraph 4.a. of the 2nd Amendment, I propose the time to adopt a new JPA be extended until **August 21, 2026**.

If you, as City Manager for the City of Mount Dora, agree with the Extension, please sign below and return the fully executed letter no later than February 22, 2026.

Sincerely,

Jennifer Barker
County Manager

Enclosures: Second Amendment to City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), First Extension Letter, Second Extension Letter, Third Extension Letter, Fourth Extension Letter *[Staff Note: Encl. on file with City Clerks Office. Not included to avoid duplication]*

Full execution below constitutes mutual agreement by the City Manager and County Manager and hereby extends the Second Amendment to the City of Mount Dora-Lake County Joint Planning Agreement (2nd Amendment), to August 21, 2026.

Jennifer Barker, County Manager

02/18/26

Date

Vince Sandersfeld, City Manager

02/18/26

Date

P 352.343.9888 • F 352.343.9495
Board of County Commissioners • www.lakecountyfl.gov



To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email ealcorn@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate

**2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: ealcorn@flcities.com





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

DATE: July 7, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City Manager's Upcoming Conference Training Session Acting City Manager from August 12, 2026, to August 15, 2026

Introduction:

This is a request for the City Council to approve City Manager Vince Sandersfeld's designation of acting city manager.

Discussion:

At the May 21, 2024, the regularly scheduled City Council meeting, action was taken to approve and authorize Mr. Steve Langley for future assignments as Acting City Manager. This letter is on file with the City Clerk's office. There is a conference continuing education session from August 12, 2026 to August 15, 2026, that I will be attending. The attached letter is a request to designate Steve Langley, Assistant City Manager, as acting city manager during these dates. This is notification of a temporary leave request for a conference.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 5: Human Resources

Recommendation:

Temporary designation of Mr. Steve Langley as acting city manager from August 12, 2026, to August 15, 2026.

Attachment(s):

1. Designation of Acting City Manager 7-7-2026 (signed)

Prepared by: Vince Sandersfeld, City Manager

Reviewed by:

Steve Langley, Assistant City Manager-Electric Utility Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026



**CITY OF
MOUNT
DORA**

OFFICE OF THE CITY MANAGER

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

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

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

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

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

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

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

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

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

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

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

Website:
www.cityofmountdora.com

July 7, 2026

Honorable Mayor and City Councilmembers:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

At the May 21, 2024, regularly scheduled City Council meeting action was taken to approve and authorize Mr. Steve Langley for future assignments as Acting City Manager.

I hereby submit for your approval the designation of Mr. Steve Langley, Assistant City Manager, to exercise the powers and perform the duties of city manager from August 12, 2026 through August 15, 2026, as I’ll be out of town for a conference training session these days.

Respectfully submitted,

Vince Sandersfeld
Vince Sandersfeld
City Manager



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

DATE: July 7, 2026
TO: Honorable Mayor and City Council Members
FROM: Vince Sandersfeld, City Manager
SUBJECT: FY 2024-25 Audit Status Update - Informational

Introduction:

Informational item to provide the City Council with a status update regarding the Fiscal Year 2024-25 financial audit.

Discussion:

The Fiscal Year 2024-25 audit remains in progress with the normal deadline of June 30, 2026. Due to the migration of the City's financial management software system to a cloud-based platform, conversion of the City's payroll system to ADP, the retirement of the prior Finance Director, and changes in several key finance positions.

External auditor scheduling and staffing availability also contributed to the extended audit timeline. City staff continues to work with Forvis Mazars to complete the audit, with completion currently anticipated by the end of July 2026.

This informational item is being provided to update City Council and maintain transparency regarding the status of the Fiscal Year 2024-25 audit.

Budget Impact:

There is no direct fiscal impact associated with this informational item.

Strategic Impact:

This item supports the City's commitment to transparent governance, fiscal accountability, and responsible financial management.

This item is consistent with the City's Strategic Plan goal of maintaining strong fiscal stewardship and high-quality administrative services. Although no formal Council action is requested, the informational update supports continued accountability in financial reporting and reinforces the importance of completing the annual audit as soon as possible.

Recommendation:

This item is provided for informational purposes only.

Attachment(s):

1. FY 2024-25 Delayed Audit Memo

Prepared by: Vince Sandersfeld, City Manager

Reviewed by:

Jennifer Gates, Finance Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/30/2026

Approved - 6/30/2026

Final Approval - 6/30/2026



**CITY OF
MOUNT
DORA**

**Finance Department
510 N. Baker St.
Mount Dora, FL 32757
352-735-7100
E-mail: finance@mountdora.gov**

DATE: June 29, 2026

TO: Vince Sandersfeld, City Manager

FROM: Jennifer Gates, Finance Director

RE: FY 2024-25 Audit

The audit of the Fiscal Year 2024-2025 financial statements will not be completed by the June 30, 2026 deadline. This delay is primarily attributable to several significant operational and staffing transitions that occurred during the audit period.

During this time, the City migrated its ERP system to a cloud-based platform and converted its payroll system to ADP. These major initiatives coincided with the retirement of the prior Finance Director and turnover in several key finance positions, which affected the timely completion of financial reporting activities.

In addition, external auditor scheduling and staffing availability contributed to the extended audit timeline. City staff is continuing to work with Forvis Mazars to complete the audit end of July 2026.