



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 21, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

BOARD APPOINTMENTS

1. Advisory Board and Committee Appointments 4

PRESENTATIONS

1. Presentation for the Stormwater Revenue Sufficiency Study by Raftelis Financial Consultants, Inc. 8

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval for the Freightliner 47X Dump Truck for Public Works Associated with Grant 10
2. Request Approval of Piggyback Agreement with Allied Universal Corporation (15% Sodium Hypochlorite) 57
3. Request Ratification of the Thirty-seventh and Thirty-eighth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event 201
4. Request Approval of Meeting Minutes 209

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2026-08**, Approving Maximum Millage Rate for Fiscal Year 2026-2027 Budget 225

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

1. Landfill Litigation (City Attorney)
2. Witherspoon Lodge (City Attorney)
3. Nathaniel Bell Community Resource and Recreation Center Status and Operation Plan

CITY MANAGER'S REPORT

1. Lobbyist Update

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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

1. Tuesday, August 4, 2026, 6:00 p.m., Regular Session
2. Tuesday, August 18, 2026, 6:00 p.m., Regular Session
3. Monday, August 24, 2026, 6:00 p.m., Final Budget Workshop: Overall Budget
4. Tuesday, September 1, 2026, 6:00 p.m., Regular Session
5. Thursday, September 3, 2026, 6:00 p.m., Special Meeting - 1st Public Hearing to Consider Adoption of Tentative Budgets; Proposed Millage Rate

6. Thursday, September 10, 2026, 6:00 p.m., Special Meeting - Conduct Public Hearings to Consider Adoption of Fire Assessment Rate Resolution

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 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Advisory Board and Committee Appointments

Introduction:

This is a request for Council to approve Advisory Board and Committee appointments.

Discussion:

Article VIII, Division 1, Section 2-33 of the Mount Dora Code of Ordinances authorizes the City Council to appoint members to the City's Advisory Boards and Committees.

The following boards/committees have vacancies and are in need of appointees. The following appointments are submitted for City Council's approval:

Northeast CRA Advisory Committee:
District 3: Ethel Badger

Vacancies remain for the Library Advisory Board District 1 and Northeast CRA Advisory Committee District 4.

Budget Impact:

There is no budget impact associated with this item.

Strategic Impact:

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

Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library.

Recommendation:

City Council approve appointments.

Attachment(s):

1. ETHEL BADGER.NE CRA APPLICATION.ONLINE SUBMITTAL.4.15.26

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/14/2026

Final Approval - 7/14/2026

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.

Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name	Ethel
Last Name	Badger
Address1	106 N Simpson Street
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FLORIDA
Zip	32757
Phone Number	3528748663
Email Address	embadger@comcast.net
Please provide a brief statement relating to your education, experience and reason for wishing to serve	Native of Florida/Resident of Mt Dora -Former employee of Mt Dora Police Department -Retired educator of LCSS -Founder and Pastor of House of God Church, 1300 Grandview Street, Mt Dora (over 25 years) -Operated Shelter for abused and neglected children of all races and ethnicities (over 780 children) for 13 years in Mt Dora -Sponsors an on-going food distribution twice per month in Mt Dora for over 25 years -Recent widow (FEB 2026) and desires to do more to serve, strengthen and our community
Resume or additional attachments (not required)	<i>Field not completed.</i>
Boards on which you wish to serve	North East Redevelopment

Upon Completion
This form will be submitted to the City Clerk's Office.



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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation for the Stormwater Revenue Sufficiency Study by Raftelis Financial Consultants, Inc.

Introduction:

This is a presentation regarding the Stormwater Revenue Sufficiency Study by Raftelis Financial Consultants, Inc., and to discuss possible options for the sustainability and hardening of Mount Dora's stormwater infrastructure.

Discussion:

Raftelis Financial Consultants, Inc., will present the findings and recommendations of the Stormwater Revenue Sufficiency Study. The study evaluates the financial condition of the City's Stormwater Utility Fund and assesses whether existing stormwater revenues are sufficient to support current operations, maintenance activities, regulatory compliance requirements, capital improvement needs, infrastructure replacement, and long-term system sustainability.

The presentation will include:

- An assessment of current and projected operating and maintenance costs.
- An evaluation of anticipated capital improvement and infrastructure replacement needs.
- Consideration of regulatory requirements and resiliency initiatives that may affect future funding needs.
- Revenue projections under existing rates and identification of potential funding gaps.
- Discussion of potential strategies to maintain the long-term financial sustainability of the stormwater program.

This item is for presentation and discussion only. No rate adjustment, budget amendment, or expenditure authorization is being requested as part of this agenda item. Any future recommendations requiring Council action will be brought back separately for consideration.

Budget Impact:

There is no direct budget impact associated with this agenda item. The purpose of this item is to provide City Council with the Stormwater Revenue Sufficiency Study presentation and to allow discussion of future stormwater funding needs. No budget amendments, expenditures, or rate changes are being requested at this time. Any future recommendations resulting from the study that may have financial implications will be presented to City Council for consideration at a later date.

Strategic Impact:

Strategic initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Strategic initiative 5: Invest in Fiscal and Human Resources

Recommendation:

Presentation on the Stormwater Revenue Sufficiency Study.

Attachment(s):

Prepared by: Matthew Dodson, Budget Officer

Reviewed by:

Matthew Dodson, Budget Officer

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/13/2026

Approved - 7/14/2026

Final Approval - 7/14/2026



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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for the Freightliner 47X Dump Truck for Public Works
Associated with Grant

Introduction:

This is a request for City Council to approve the purchase of a 2026 Freightliner 47X Dump Truck for Public Works utilizing grant funding previously approved for application by the City Council.

Discussion:

City Council previously authorized staff to apply for grant funding for this equipment. The City has since been awarded grant funding for the purchase, and the grant is expected to fully reimburse the cost of the vehicle, resulting in no net cost to the City, subject to compliance with the grant requirements and applicable purchasing procedures.

Public Works is requesting approval to purchase a 2026 Freightliner 47X Dump Truck. The vehicle is needed to replace an aging dump truck that has experienced reduced reliability and increased maintenance needs. Maintaining dependable heavy equipment is necessary for Public Works operations, including roadway maintenance, stormwater response, debris hauling, site work, and other core municipal service responsibilities.

Approval of this item will allow staff to proceed with the acquisition of the vehicle in accordance with the grant award and purchasing requirements. Replacing the existing unit will help reduce operational downtime, limit increasing repair costs, and provide Public Works with reliable equipment needed to support day-to-day maintenance and emergency response activities.

Budget Impact:

Costs associated with this item are not expected to exceed \$220,000 and are anticipated to be fully reimbursed through grant funding. As a result, there is no expected net financial impact to the City. The related revenues and expenditures will be recognized through a future budget amendment.

Strategic Impact:

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

Strategic Initiative 4: Provide High-Quality Municipal Services

Strategic Initiative 5: Invest in Fiscal and Human Resources

Recommendation:

Approve the purchase of a 2026 Freightliner 47X Dump Truck for Public Works utilizing awarded grant funding and authorize the City Manager to execute any necessary documents consistent with the grant and purchasing requirements.

Attachment(s):

1. 07.21.2026.Dump Track Grant Agreement.SIGNED.FDEP VEHICLE GRANT AGREEMENT

Prepared by: Andrew Marsian, Public Works and Utilities Director

Reviewed by:

Andrew Marsian, Public Works and Utilities Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/13/2026

Approved - 7/13/2026

Approved - 7/14/2026

Approved - 7/14/2026

Approved - 7/14/2026

Approved - 7/14/2026

Final Approval - 7/14/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Class 4-7 Garbage Truck Project	VW409

2. Parties	(Department)
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	

Grantee Name: City of Mount Dora	Entity Type: Govt Entity - City
Grantee Address: 510 North Baker St Mount Dora, Florida 32757	FEID: F59-6000380-012

(Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: March 31, 2027
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4. Project Number: N/A <i>(If different from Agreement Number)</i>	Project Location(s): Lake County, Florida
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Project Description: **For the purchase of new Class 4-7 garbage trucks to replace higher-emitting diesel Class 4-7 trucks.**

5. Total Amount of Funding: 406,713.00	Funding Source? ☒ State ☐ Federal ☐ State ☐ Federal ☐ State ☐ Federal ☐ Grantee Match	Award #s or Line-Item Appropriations: GAA #1763 2020-2021 FY	Amount per Source(s): \$ 406,713.00 \$ \$ \$
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Total Amount of Funding + Grantee Match, if any: **\$ 406,713.00**

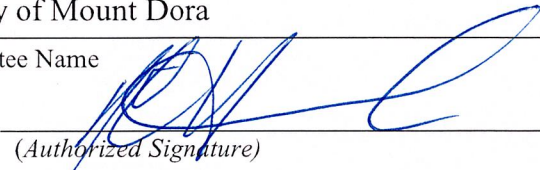
6. Department's Grant Manager Name: Marnie Brynes or successor Address: FL Dept of Environmental Protection 2600 Blairstone Road, MS# 5500 Tallahassee, Florida 32399-2400 Phone: (850) 717-9029 Email: Marnie.Brynes@FloridaDEP.gov	Grantee's Grant Manager Name: Andrew Marsian or successor Address: Public Works & Utilities Department 401 Limit Ave. Mount Dora, Florida 32757 Phone: (352) 735-7100 Ext. 1845 Email: marsiana@mountdora.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☒ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): Worksheet 1 - Diesel Truck Eligibility Certification; Worksheet 2 - Certificate of Truck Engine and Chassis Destruction	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Mount Dora	GRANTEE
Grantee Name	
By  (Authorized Signature)	6/2/26 Date Signed
JAMES HOMICH, MAYOR	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	_____
Secretary or Designee	Date Signed
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

Attachment 1

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- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. VW409**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is for the purchase of Class 4-7 garbage trucks. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 12, 2026 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

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- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

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14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Class 4-7 Garbage Truck Project. This project is for the purchase of new trucks to replace eligible diesel trucks owned by the City of Mount Dora (Grantee) and operating in Lake County, Florida, for the purpose of reducing diesel air emissions from the Grantee's truck fleet and providing and supporting waste management activities.

PROJECT LOCATION: The project will replace eligible diesel trucks located in Lake County, Florida, with new truck units to be operated at the same location.

PROJECT BACKGROUND: Between November 24, 2025, and December 23, 2025, the Grantee completed a Class 4-7 Garbage Truck Project Application Worksheet in response to the Florida Department of Environmental Protection (Department) Notice of Funding Availability published in the Florida Administrative Register and the Department's Diesel Emissions Mitigation Program webpage on November 24, 2025.

PROJECT DESCRIPTION: The Grantee will purchase two (2) new trucks to replace two (2) existing eligible diesel trucks on a one-to-one basis. The new trucks will operate in Lake County, Florida. For each new truck purchased under this Grant Agreement, the Grantee must scrap at least one eligible diesel truck consistent with the scrappage requirements of the Department's Diesel Emissions Mitigation Program. The Department will reimburse the Grantee a fixed dollar amount for each new truck purchased under this Grant Agreement. Reimbursement will be in the form of a rebate to which the Grantee will be entitled upon submission to the Department of proof of purchase and receipt of each new truck and submission to the Department of proof of the permanent disabling and scrapping of the requisite number of eligible diesel trucks. The Grantee, in consultation with the Department, must determine the eligibility of existing diesel trucks prior to scrapping. The Grantee is responsible for all costs associated with scrapping.

TASKS: This Grant Agreement requires the Grantee to complete four tasks prior to submitting Exhibit C Payment Request Summary Form, its reimbursement request, to the Department. For **Task 1**, the Grantee will identify the existing eligible diesel trucks that the Grantee proposes to scrap and submit specific information to the Department on **Worksheet 1 (Diesel Truck Eligibility Certification)** for the Department's review and approval. For **Task 2**, the Grantee will purchase and receive delivery of new trucks. For **Task 3**, the Grantee will complete the scrapping process and submit a completed **Worksheet 2 (Certificate of Truck Engine and Chassis Destruction)** for each scrapped truck. For **Task 4**, the Grantee will submit to the Department documentation of the purchase and receipt of the new trucks, including a photo of each new truck, an invoice for each truck, proof of payment for each truck, a Summary Detail Spreadsheet, and a completed and signed Exhibit B Property Reporting Form.

Unless otherwise indicated, all documentation fulfilling a Task should be submitted electronically to the Grant Manager and the Alternate Contact. The Grant Manager and Alternate Contact are:

Grant Manager:

Marnie Brynes

Marnie.Brynes@FloridaDEP.gov

850-717-9029

Alternate Contact:

Preston McLane

Preston.McLane@FloridaDEP.gov

850-717-9041

Task 1: Certify Eligibility of Diesel Trucks to be Scrapped

Deliverables: The Grantee must certify the eligibility of diesel trucks that the Grantee intends to scrap by completing and submitting to the Department **Worksheet 1 – Diesel Truck Eligibility Certification**. The following eligibility requirements must be certified in order for the Grantee to qualify for reimbursement:

1. Eligible trucks must be diesel fueled and have an engine manufacture year of 2009 or older and have a Class 4 through Class 7 gross vehicle weight rating (GVWR).
2. Eligible trucks must be capable of meeting the scrapping requirement, which is as follows:
 - The existing diesel truck must be permanently disabled by: (1) making a three-inch diameter hole in the engine block; **and** (2) cutting the chassis in half between the axles **or** rendering the chassis incapable of being reused or repurposed as a vehicle by some other method agreed upon in writing between the Grantee and Department. (The scrapping requirement will be fulfilled through the Grantee's completion of **Task 3** ["Scrap and Certify Destruction of Replaced Diesel Trucks"] which includes the Grantee's submittal of **Worksheet 2 – Certificate of Truck Engine and Chassis Destruction** (described under **Task 3** below).

Documentation: Task 1 will be complete when the Grantee has submitted to the Department **Worksheet 1**, together with accompanying documentation, and the Department has acknowledged receipt of the Certification and approved the Grantee's list of eligible existing diesel trucks available for scrapping.

Information to be included in **Worksheet 1**:

1. Diesel Truck Manufacturer/Model and VIN;
2. Engine Model Year;
3. Engine Serial Number;
4. Vehicle Class;
5. Vehicle Usage (in operating hours, fuel consumption, and miles per year).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the Grantee's deliverables meet the requirements described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed to Task 2.

Task 2: Purchase and Receive Delivery of New Trucks

Deliverables: The Grantee will order two (2) new trucks to replace the units identified in **Worksheet 1 – Diesel Truck Eligibility Certification** on a one-to-one basis. The Grantee must purchase one new qualifying truck for every one existing eligible diesel truck the Grantee intends to scrap as a condition of eligibility for reimbursement. The Grantee will receive delivery of new trucks at a location operated by the Grantee. Upon receipt, the Grantee will confirm that the new

trucks are fully operational and appropriate for use in providing and supporting waste management activities in the communities served by the Grantee.

Documentation: The Grantee shall prepare for eventual submittal to the Department's Grant Manager: (1) written documentation of the order and purchase of new trucks in the form of paid invoices describing the make, model, and specifications of the new trucks; and (2) written and photographic documentation of the Grantee's receipt of the fully operational new trucks at a location operated by the Grantee.

Performance Standard: The Department's Grant Manager is available to consult with the Grantee and review the documentation to verify that the deliverables meet the program requirements as described above.

Task 3: Scrap and Certify Destruction of Replaced Diesel Trucks

Deliverables: For each eligible diesel truck scrapped, the Grantee will complete and submit to the Department **Worksheet 2 – Certificate of Diesel Engine and Chassis Destruction**. Worksheet 2 must be submitted within ninety (90) days of receipt of each new truck. The 90-day time period for the Grantee to complete the scrapping and destruction certification requirement begins when the Grantee receives the new truck at a location operated by the Grantee. The Grantee may complete the scrapping and certificate of destruction prior to taking delivery of the replacement truck, if feasible. The Grantee will complete the destruction requirement through the following two-step "scrapping" process:

1. Cutting a three-inch diameter hole in the engine block (the part of the engine containing the cylinders); and
2. Cutting the chassis in half at any point between the axles or rendering the chassis incapable of being reused or repurposed as a vehicle by some other method agreed upon in writing between the Grantee and Department.

Documentation: Evidence of destruction is required and includes the following documentation submittal of **Worksheet 2**, which includes key information about the scrapped diesel truck and incorporates, at a minimum, digital photographs of a side profile of the diesel truck, the engine tag (showing serial number and engine model year), the engine block prior to destruction, the destroyed engine block, and the severed chassis.

Note: Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. seats, tires). All photographic requirements are detailed on **Worksheet 2**.

Performance Standard: Proper destruction of the eligible diesel truck pursuant to the Agreement. The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with **Task 4**.

Task 4: Submit Invoices and Proof of Payment Documentation

Deliverables: The Grantee will submit to the Department documentation of the purchase and receipt of a specified number of trucks.

Documentation: Documentation will consist of notification to the Department stating the number of trucks ordered, received, inspected, paid, and operational in the Grantee's fleet, a photograph of each new truck, an invoice for each truck, proof of payment for each truck, a Summary Detail Spreadsheet, and a completed and signed Exhibit B Property Reporting Form.

Performance Standard: Upon receipt of the Grantee's required documentation of the purchase and receipt of new trucks and the scrapping of the requisite number of eligible diesel trucks, the Department will submit to the Grantee notification stating that Tasks 1-4 have been received, reviewed, and approved.

Exhibit C Payment Request Summary Form, Grantee's Reimbursement Request

After all four (4) Tasks have been completed by the Grantee and approved by the Department, the Department will request a completed and signed Exhibit C Payment Request Summary Form, Grantee's Reimbursement Request, be submitted by the Grantee. Upon receipt of Exhibit C Payment Request Summary Form by the Department, the Department will process the request and remit payment to the Grantee.

PROJECT TIMELINE AND BUDGET DETAIL

PROJECT TIMELINE: All tasks must be completed by the grant end date of March 31, 2027.

Task No.	Task Title	Task Start Date	Task End Date
1	Certify Eligibility of Diesel Trucks to be Scrapped	Any time after Grant execution date.	When submitted to the Department and approved.
2	Purchase and Receive Delivery of New Trucks	Any time after Department has approved Task 1	When new truck units are delivered and photo documented.
3	Scrap and Certify Destruction of Diesel Engine and Chassis	Any time after Grant execution date, but no later than ninety (90) days from receipt of new truck(s).	When submitted to the Department and approved.
4	Submit Invoices and Proof of Payment Documentation	Within 90 days of receipt of new trucks and scrapping of eligible diesel trucks.	When submitted to the Department and approved, but no later than February 28, 2027.

BUDGET DETAIL: Cost reimbursable grant funding must not exceed the budget amounts indicated below.

New Truck Unit Description	Cost per Unit	DEP Reimbursement per Unit	Grantee Total Unit Cost Share
<u>Freightliner 47X</u>	\$216,413.00	\$216,413.00	\$0.00
<u>Freightliner M2 106</u>	\$190,300.00	\$190,300.00	\$0.00
TOTAL	\$406,713.00	\$406,713.00	\$0.00

Note: The Grantee Total Project Cost Share is estimated based upon information the Grantee provided to the Department in the Grantee's initial application for project funding and during the grant initiation process. The DEP Grant Reimbursement per Unit cannot exceed the unit costs specified in the table above, and this provision of the Grant Agreement may not be amended. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with any requests for extension.

* * *

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

Attachment 4

1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount
A				\$
B				
				\$

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
VW409	Department of Environmental Protection GAA # 1763	2020-2021 FY	37.102	Diesel Emissions Mitigation Program – Volkswagen Settlement
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$406,713.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE PURCHASE OF NEW CLASS 4-7 GARBAGE TRUCKS
GRANT PROGRAM**

ATTACHMENT 6

The following requirements supersede paragraph 8.i of Attachment 1, Standard Terms and Conditions:

Final Payment Request.

A final payment request should be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to the Attachment 3, Grant Work Plan, must be performed on or before the completion date of the Agreement, and the subsequent thirty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

Exhibit A

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete: a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement No. _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
Supplies	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

Exhibit C, DEP Agreement #: Agreement No.

1 of 4

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

Exhibit C, DEP Agreement #: Agreement No.

3 of 4

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit C, DEP Agreement #: Agreement No.

4 of 4

Worksheet 1

Diesel Truck Eligibility Certification

The Grantee must certify the eligibility of the trucks being replaced. Grantee may attach an Excel spreadsheet instead of completing the tables on this Worksheet.

1. Are the trucks being replaced engine model year 2009 or older?

Yes ____ or No ____

Please provide the required eligibility information for the trucks being replaced by completing the table below:

	Vehicle Manufacturer/ Model	Vehicle Identification Number (VIN)	Engine Serial Number	Engine Model Year	Vehicle Class
1					
2					
3					

2. Will these trucks be scrapped according to the requirements under Task 3 of the Grant Work Plan? (Scrapping is defined as: (1) rendering the engine inoperable by cutting a three-inch hole in the engine block; and (2) disabling the chassis by cutting the vehicle's frame rails between the front and rear axles.)

Yes ____ or No ____

3. For the Department to calculate an accurate emissions benefit, please complete the table below. The Grantee may provide the Department with any available documentation of annual hours of operation, idling hours, and fuel consumption together with this Worksheet. If documentation of actual idling hours, operating hours, and fuel consumption are not available, the Grantee will provide a detailed explanation as to how the Grantee derived these values.

	Engine Serial Number	Annual Hours of Operation (Estimated)	Annual Idling Hours (Estimated)	Annual Fuel Consumption (gallons)	Annual Miles (Estimated)
1					
2					
3					

The Grantee certifies the accuracy of the information provided in this Worksheet and has attached the required documentation to prove the eligibility of the trucks being replaced.

Signature: _____

Date: _____

Worksheet 2

Certificate of Truck Engine and Chassis Destruction

This Worksheet must be completed for each truck that the Grantee scraps.

Grantee Name: _____

Grantee Address: _____

Scrapped Truck Information (this information should correspond to **Worksheet 1**)

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	_____ miles
Year:			

Scrapped Engine Information (this information should correspond to **Worksheet 1**)

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:			

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

Grantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that the engine and chassis of the diesel truck described above have been permanently disabled. (Disabling the engine consists of cutting, drilling, or punching a three-inch diameter hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle at a point located between the front and rear axles. Photographs of the permanently disabled engine and chassis are included in this Certificate of Truck Engine and Chassis Destruction.)

Name: _____
Print Name

Signature: _____ Date: _____

Please embed within this Word document photographs of the truck being scrapped.

1) Side profile of the truck:

2) Vehicle Identification Number/Plate (VIN):

3) Engine information label:

4) Chassis rail cut in half between front and rear axles:

5) Engine block prior to scrappage hole being cut:

6) Engine block with scrappage hole cut:

7) Other photo documentation (as needed):

8) Other photo documentation (as needed):



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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Agreement with Allied Universal Corporation
(15% Sodium Hypochlorite)

Introduction:

This is a request for Council to approve a piggyback agreement for the supply of 15% sodium hypochlorite from Allied Universal Corporation under a piggyback agreement with Peace River Manasota Regional Water Supply Authority, Florida.

Discussion:

This is a request for City Council to approve a piggyback agreement with Allied Universal Corporation for the supply and delivery of sodium hypochlorite solution used in the City's water, wastewater, and reuse water treatment processes. The agreement utilizes the competitively solicited contract between Allied Universal Corporation and the Peace River Manasota Regional Water Supply Authority for water treatment chemicals.

The Florida Department of Environmental Protection (FDEP) requires disinfection of potable water, wastewater effluent, and reuse water. The City of Mount Dora uses sodium hypochlorite as part of its disinfection process to maintain regulatory compliance, protect public health, and support reliable utility operations.

The proposed piggyback agreement allows the City to purchase sodium hypochlorite solution from Allied Universal Corporation through the Peace River Manasota Regional Water Supply Authority Water Treatment Chemicals 2026 contract. The underlying contract was competitively solicited and became effective May 1, 2026. The City agreement will remain in effect through April 30, 2027, with the ability to extend for three additional one-year periods by mutual written agreement, consistent with the underlying contract.

Approval of this agreement provides a reliable procurement mechanism for periodic bulk deliveries based on operational needs. Deliveries will be made incrementally as needed to maintain an uninterrupted supply of sodium hypochlorite for the City's water and wastewater treatment systems.

Budget Impact:

Funds are budgeted each fiscal year for the supply of 15% sodium hypochlorite to be used as a disinfectant in potable water, wastewater, and the reuse water. Deliveries are received in incremental shipments according to needs. No budget impacts as funds are available.

Water GL 421-1920-536.52-01 Remaining balance for sodium hypochlorite: \$62,774 (original PO issued for the amount of \$158,000)

Wastewater GL 421-1940-536.52-01 Remaining balance for sodium hypochlorite: \$80,113 (original PO issued for the amount of \$185,000)

Strategic Impact:

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

Strategic Initiative 4: Provide High-Quality Services

Goal 10: Ensure a safe and reliable water supply and protect the environment and the public through proper wastewater and stormwater management.

Recommendation:

City Council approve the piggyback agreement with Allied Universal Corporation for the supply and delivery of sodium hypochlorite solution and authorize the Mayor to execute the agreement, subject to final review and approval by the City Attorney as to form and legality.

Attachment(s):

1. 07.21.2026.Allied.signed by Allied 2026.17.06 (clean complete)

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 - 7/9/2026

Approved - 7/9/2026

Approved - 7/9/2026

Approved - 7/10/2026

Approved - 7/13/2026

Approved - 7/13/2026

Final Approval - 7/14/2026

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **ALLIED UNIVERSAL CORPORATION**, a Florida profit corporation, located at 3901 NW 115th Avenue, Miami, FL 33178 (“CONTRACTOR”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Contract for Purchase of Water Treatment Chemicals – 12% Sodium Hypochlorite between Peace River Manasota Regional Water Supply Authority and CONTRACTOR, effective May 1, 2026, attached hereto as **Composite Exhibit 1** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Peace River Manasota Regional Water Supply Authority, through ITB Water Treatment Chemicals 2026; and

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

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

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall commence on the latest date of execution by the Parties and shall remain in effect until April 30, 2027. This Agreement may be extended for three one-year periods upon written mutual agreement by the CITY and CONTRACTOR. The Parties must approve a written agreement for each contract extension no later than January 15 for the ensuing contract year. All contract terms, including prices, will remain the same through the term of any extension unless otherwise agreed to in writing by the Parties.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. **FUND AVAILABILITY AND USE OF CONTRACTOR.**

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

SECTION 5. **APPLICABLE LAW, VENUE, JURY TRIAL.**

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

SECTION 6. **MODIFICATION.**

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

SECTION 7. **CONFLICT.**

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

SECTION 8. **NOTICE.**

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

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

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

CONTRACTOR: Tim Koziatek, VP of Sales
 Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

and accounts of all activities related to this Agreement (the "Records"). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.

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

SECTION 13. PUBLIC RECORDS.

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

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

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

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

SECTION 15. DISPUTE RESOLUTION.

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

SECTION 16. INSURANCE.

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

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

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

SECTION 18. SCRUTINIZED COMPANIES.

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

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

SECTION 19. PUBLIC ENTITY CRIME.

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

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT.

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

[Signatures on Next Page]

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

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

ALLIED UNIVERSAL CORPORATION

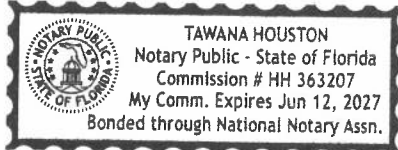
Print: Tim Koziatek

Title: V.P. of Sales

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged and sworn to before me by means of ☒ physical presence or ☐ online notarization of Tim Koziatek, as Tim Koziatek of Allied Universal Corp., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced Drivers License as identification, and who did/did not take an oath this 16th day of June, 2026.

(stamp)



Tawana Houston

NOTARY PUBLIC

Attachments:

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

Composite Exhibit 1
Underlying Contract between
Peace River Manasota Regional Water Supply Authority
and
Allied Universal Corporation

**CONTRACT FOR PURCHASE OF
WATER TREATMENT CHEMICALS -
12% SODIUM HYPOCHLORITE**

This Contract for Purchase of Water Treatment Chemicals, (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, ("Authority") and Allied Universal Corporation whose address is 3901 NW 115th Ave, Miami, FL 33178 ("Vendor").

Background

- A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.
- B. The Vendor desires to supply water treatment chemicals as described herein, and represents that it has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

1. **Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.

- Exhibit A – Technical Specifications for Water Treatment Chemicals
- Exhibit B – Required Safety Measures
- Exhibit C – Insurance Requirements
- Exhibit D – Completed Bid Form
- Exhibit E – E-Verify Affidavit
- Exhibit F – Affidavit concerning Human Trafficking
- The Invitation to Bid for Water Treatment Chemicals dated February 2, 2026, all related documents and Addenda ("ITB"), and Vendor's response to the ITB which are retained in the Authority's files

2. **Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.

3. **Time and Place of Delivery.**

- 3.1. Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and 3:00 P.M. local

time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

- 3.2. Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.
- 3.3. Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.

4. **Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D**. The prices include all applicable taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.

5. **Invoicing and Payment.** The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.

6. **Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A** and the standards listed in the Affidavit of Compliance Vendor submitted with its bid.

7. **Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.

8. **Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.

9. **Quality Guarantee and Rejection of Nonconforming Goods.**

- 9.1. Quality Guarantee. Vendor represents and warrants that the products it delivers to the Authority: 1) meets the technical specifications contained in **Exhibit A**; and 2) the standards listed in the Affidavit of Compliance Vendor submitted with its bid. If any product delivered does not meet the requirements of Exhibit A or the Affidavit of Compliance, or if the product will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing

the Authority for attorney fees in the event the bidder defaults and court action is required.

9.2. **Nonconforming Goods.** The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

10. **Non-Exclusive Contract.** This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.

11. **Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.

12. **Vendor's Exclusive Remedies.** The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.

13. **Contract Term.** The term of this Contract is for **one year** commencing on **May 1, 2026, through April 30, 2027.** All contracts may be extended for three one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than January 15 for the ensuing contract year. All contract terms, including prices, will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.

14. **Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.

15. **Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.

16. **Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C**.

17. **Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. **Vendor's Representations and Warranties.** Vendor represents and warrants to the Authority as follows:

- 19.1. **Conducting Business in Florida.** Vendor is duly authorized to conduct business in the State of Florida.
- 19.2. **Authority.** Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.

- 19.3. **Accuracy of Response.** All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the Authority and has not materially changed as of the Effective Date of this Contract.
- 19.4. **Understanding of Contract.** Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.
- 19.5. **Laws.** Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.
- 19.6. **Valid Agreement.** This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.
- 19.7. **Scrutinized Companies.** Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 19.8. **Public Entity Crimes.** Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.
- 19.9. **E-Verify.** Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. As required by Section 3.2.8 of the Authority's Procurement Policy, Vendor has provided the Authority with an E-Verify Affidavit attached as **Exhibit E**.
- 19.10. **Affidavit concerning Human Trafficking.** Vendor does not use coercion for labor or services and has complied with section 787.06, Florida Statutes.

Vendor has provided an affidavit required by Florida law attached as **Exhibit F**.

20. **Miscellaneous Provisions.**

- 20.1. **Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 20.2. **No Delegation or Assignment.** Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.
- 20.3. **Successors.** The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 20.4. **No Third-Party Beneficiaries.** The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Contract.
- 20.5. **Waiver.** No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.
- 20.6. **Applicable Law and Venue.** This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.
- 20.7. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

Richard Anderson, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Email #1: randerson@regionalwater.org
Email #2: kgilmore@regionalwater.org
Email #3: peaceriver@regionalwater.org

If to the Vendor:

Tim Koziatek, VP of Sales
Allied Universal Corporation
3901 NW 115th Ave
Miami, FL 33178

Email #1: timk@allieduniversal.com
Email #2: bids@allieduniversal.com
Email #3: Sherrim@allieduniversal.com

- 20.8. **No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 20.9. **Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.
- 20.10. **Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.
- 20.11. **Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 20.12. **Time is of the Essence.** Time is of the essence of this Contract and each of its provisions.
- 20.13. **Survival.** All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.

- 20.14. **Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 20.15. **Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.
- 20.16. **Waiver of Jury Trial.** To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

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The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.'

VENDOR:

Allied Universal Corporation
Company Name

Tim Koziatek
Signature

Tim Koziatek
Print name

VP of Sales
Print title

4-17-2026
Date

Attest:

Rachel Kersten
Signature

Rachel Kersten
Print name

Executive Assistant & Agency Clerk
Print title

4/20/2026
Date

**Peace River Manasota Regional
Water Supply Authority:**

Richard T. Anderson
Signature

Richard Anderson
Print name

Executive Director
Print title

4/20/2026
Date

Approved as to Form:

[Signature]
Legal Counsel

EXHIBIT A

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 5 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
 - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
 - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
 - d. Shipment shall be by bulk tanker truck.
 - e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
 - f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

Affidavit of Compliance with Chemical Standards

This is to certify that all Sodium Hypochlorite and Sodium Hydroxide [chemical name] supplied by the vendor named below to Peace River Manasota Regional Water Supply Authority complies with the AWWA standard listed in the Technical Specifications provided in Exhibit A of the Contract contained in this Invitation to Bid for Purchase of Water Treatment Chemicals.


2/22/26

 Signature Date

 Tim Koziatek

 Print Name

 VP of Sales

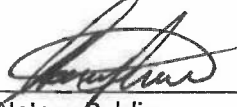
 Allied Universal Corp

 Title, Company name

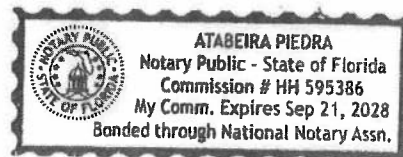
STATE OF FLORIDA

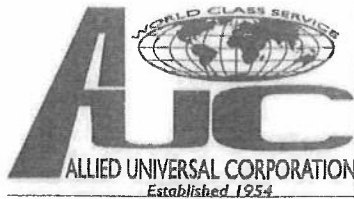
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2/23/24 (date) by Tim Koziatek (Affiant) of Allied Universal (company name), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



 Notary Public
Atabeira Piedra
 Name typed, printed or stamped
 My Commission Expires: 9/21/2028





Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

AFFIDAVIT

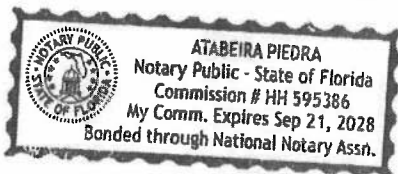
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to Peace River Manasota Regional Water Supply Authority will comply with the AWWA Standards B300-87 and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.
By means of ☒ physical presence or ☐ online notarization.
This 23rd day of February 2026

By: 
Tim Koziatek
VP of Sales

(Notary Seal)




Signature of Notary Public.
Atabeira Piedra
Print or Type Name of Notary

Personally Known ☒
Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470

EXHIBIT B

REQUIRED SAFETY MEASURES

WATER TREATMENT CHEMICALS

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

Within the first month of the contract, Vendor shall provide an appropriate safe handling training course to all Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract term.

SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Sanitizer * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo EPA Registered Pesticide 33458-23 (EUP, Aqua Guard Chlorinating Sanitizer), 33458-22 (EUP, Aqua Guard Bleach), 33458-24 (MUP, Aqua Guard Sodium Hypochlorite 12.5%) and 33458-25 (MUP, Aqua Guard Sodium Hypochlorite 10.5%)		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original packaging. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Material name: Sodium Hypochlorite, 10-15% Solution

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Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.
Environmental precautions	Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13. Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingsuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.
Respiratory protection	Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance	Clear yellow/green liquid.
Physical state	Liquid.
Form	Liquid.
Color	Clear to yellow/green.
Odor	Pungent. Chlorine-like.
Odor threshold	Not available.
pH	11 - 13
Melting point/freezing point	-150 °F (-101.11 °C)
Initial boiling point and boiling range	> 212 °F (> 100 °C)
Flash point	Not Applicable
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - lower (%) temperature	Not Applicable

Material name: Sodium Hypchlorite, 10-15% Solution

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Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Particle characteristics	Not applicable
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Material name: Sodium Hypochlorite, 10-15% Solution

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Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)	3 Not classifiable as to carcinogenicity to humans.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Material name: Sodium Hypochlorite, 10-15% Solution

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Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLTUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 100 lbs / 45.4 kg
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	Yes
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

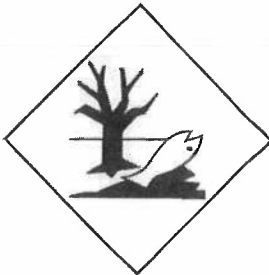
DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpart. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2)

Listed.

Sodium Hypochlorite (CAS 7681-52-9)

Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Corrosive to metals
Skin corrosion
Eye damage
Specific target organ toxicity -single exposure

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

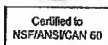
Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	03-15-2015
Version #	04
Revision date	02-04-2025
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



List of abbreviations

Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
DSL: Domestic Substance List
EC: European Community
EINECS: European Inventory of Existing Commercial chemical Substances
EPA: Environmental Protection Agency
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organisation for Economic Cooperation and Development
OSHA: Occupational Safety and Health Administration
PPE: Personal Protective Equipment
SARA: Superfund Amendments and Reauthorization Act
STEL: Short Term Exposure Limit
TLV: Threshold Limit Values TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process. This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Disclaimer

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases
European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System,
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, February 19, 2026** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=Allied+Universal+Corporation&Chemical Name=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

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Facility : Miami, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Palmetto, FL

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Brunswick, GA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and

Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

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United States

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Visit this company's website

(<http://www.allieduniversal.com>).

Facility : # 3 USA

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Number of matching Manufacturers is 2

Number of matching Products is 48

Processing time was 0 seconds

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 WORK (912) 267-9590, CELL (912) 571-0704
 WORK (772) 409-9038, CELL (863) 412-3333
 WORK (941) 803-4095, CELL (813) 507-6044
 CELL (413) 222-5440
 CELL (904) 814-4628
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TOSHABA FAIRLEY	CELL # (601) 596-4377

12/03/2025



CHEMICAL SPILL / RELEASE GUIDANCE

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CHEMICAL SPILL / RELEASE GUIDANCE

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INSTRUCTION

CHEMICAL SPILL OR RELEASE

- 1) Any person witnessing or aware of a spill or leak of a hazardous material during transport and/or at any company and/or customer facility shall notify his/her Supervisor and/or the Branch Management immediately, as soon as they have knowledge of such a release or spill.
- 2) It is the responsibility of the Branch Management to take the steps necessary to mitigate the release in the shortest and safest possible manner. **The Branch Manager or his or her authorized designee must notify his or her Regional Manager and the Risk Management Specialist of all chemical spills regardless of the amount spilled and the location of the spill.** Please see page eight [8] of this document for all contact phone numbers.
- 3) In the event that a Reportable Quantity [R.Q.] of a hazardous material has been released at a customer location to the environment, the Branch Manager or his/her designee or the customer's Sales Representative is responsible for notifying the customer of their obligation to report the release to the National Response Center and State.
- 4) In the event that a Reportable Quantity [R.Q.] as well as any unknown significant quantity of a hazardous material has been released, at a plant, customer or during transportation, including loading and unloading, to the environment, **the Branch Manager or his or her authorized designee is responsible for contacting the Vice President of Operations and Regional Manager immediately.** Contact must be completed within seconds from the point you have knowledge of the release.

The Vice President of Operations, or in his or her absence the Regional Manager or their designee, will then notify ALL government agencies. Notification to the National Response Center is required first. This notification is required to be immediate – within 15 minutes from the point of knowledge of the release and/or the 911 phone call if the 911 call is made by a company representative, (see Section 95.2.2 and 95.2.3 of SOP 795), and can only be made by the company. No other organization or person may call on behalf of the company. The facility owner or operator (i.e. manager or other designee) is responsible for the notification by Federal law.

- 5) The Vice President of Operations or his or her authorized designee will call the appropriate local environmental services company for spill response mitigation for a hazardous material spill.

UNDER THE DIRECTION OF THE VICE PRESIDENT (VP) OF OPERATIONS, A COMPANY REPRESENTATIVE IS TO NOTIFY THE INSURANCE COMPANY (I.E. CHEMPLAN CLAIMS) REGARDING ANY CLEAN-UP. IN THE ABSENCE OF THE VP OF OPERATIONS, THE CFO OR CEO MUST BE NOTIFIED TO DIRECT APPROPRIATE NOTIFICATION.

THE CURRENT INSURANCE NOTICE OF LOSS/CLAIM FORM IS ATTACHED AND MUST BE COMPLETED AND SENT IN WITH THE INFORMATION REQUESTED ON THIS FORM IF SO DETERMINED BY THE VP OF OPERATIONS, CFO OR CEO OR THEIR AUTHORIZED DESIGNEE

SPILL RESPONSE OPERATIONS

ATTACHED ARE THE LISTS OF ENVIRONMENTAL CLEAN-UP COMPANIES AND COMPANY EMERGENCY CONTACT NUMBERS.

CONTACT INFORMATION

FEDERAL/STATE

PLEASE NOTE ADDITIONAL NUMBERS ARE IN APPENDIX A OF THE FACILITY EMERGENCY RESPONSE PLAN. NUMBERS BELOW ARE THE PRIMARY FEDERAL AND STATE REPORTING NUMBERS TO SATISFY NOTIFICATION REQUIREMENTS FOR RQ RELEASES.

Agency	24HR Phone #	When
National Response Center (FEDERAL)	800-424-8802	RQ, USCG & DOT Verbal Reportable
FL State Warning Point	800-320-0519	RQ
GA Office of Emergency Services (OES)	800-241-4113	RQ
MS Office of Emergency Services (OES)	800-222-6362	RQ
AL State Warning Point	800-843-0699	RQ
Occupational Safety and Health Administration Hotline (OSHA)	800-321-6742	Employee Death / 1 Hospitalization / Amputation / Loss of Eye
National Infrastructure Coordination Center	202-282-9201	Potential Security Incidents (911 if a Security Emergency)
Transportation Security Administration Railcar Security Incident Center (TSA)	866-615-5150	Railcar security events
Transportation Security Administration Freedom Center (TSA)	703-563-3240 877-456-8722	All other transportation security events

HOW THE REPORTABLE QUANTITY IS CALCULATED PER CHEMICAL LISTED IN THE NEXT TABLE

- Start by getting pounds of chemical per gallon.
- Multiply the pounds per gallon of chemical by the weight percent of the chemical to determine pounds per gallon of solution.
- Take the reportable quantity threshold divided by you pounds per gallon of solution.

Example: 9.69 (pounds per gallon 10.5% sodium hypo) x 0.105 (10.5% sodium hypo) = 1.01745 lbs per gallon of solution.

US EPA RQ is 100 pounds

To determine how many gallons of 10.5% sodium hypo it takes to have 100 lbs:

100 lbs of chemical / (1.01745 lbs/ gal) = 98.28 gallons of solution or 98 gallons.



PRODUCT WEIGHT & REPORTABLE QUANTITY

PRODUCT	LBS/GAL	SPECIFIC GRAVITY	KG/GAL	RQ Pounds	RQ Gallons
AQUA AMMONIA 29.4%	7.47	0.9	3.39	1000	455
CHLORINE (sat. liq. at 80°F & 103.5 psig)	11.59	1.39	5.27	10	0.86
DIESEL FUEL	7.38			see SPCC Plan	
LP GAS (PROPANE)	4.2	0.504		NONE	NONE
MURIATIC/HYDROCHLORIC ACID 12 Be	9.09	1.09	4.123	5000	3056
MURIATIC/HYDROCHLORIC ACID 20 Be	9.67	1.16	4.38	5000	1639
MURIATIC/HYDROCHLORIC ACID 22 Be	9.83	1.18	4.46	5000	1449
RAYON GRADE SODIUM HYDROXIDE 50%	12.76	1.53	5.79	1000	157
SODIUM BISULFITE 25%	9.93	1.19	4.5	5000	2014
SODIUM BISULFITE 38%	11.08	1.33	5.03	5000	1170
SODIUM HYDROXIDE 18%	10.04	1.2	4.55	1000	553
SODIUM HYDROXIDE 20%	10.23	1.23	4.64	1000	489
SODIUM HYDROXIDE 25%	10.69	1.28	4.85	1000	374
SODIUM HYDROXIDE 30%	11.14	1.34	5.05	1000	300
SODIUM HYDROXIDE 50%	12.82	1.54	5.82	1000	156
SODIUM HYPOCHLORITE 10.5%	9.69	1.16	4.4	100	98
SODIUM HYPOCHLORITE 12.5%	10	1.2	4.53	100	80
SODIUM HYPOCHLORITE 15%	10.43	1.25	4.73	100	64
SULFUR DIOXIDE (sat. liq. at 80°F & 44.6 psig)	11.38	1.36	5.17	500	44
SULFURIC ACID 24 Be (POOL ACID)	9.98	1.2	4.53	1000	417
SULFURIC ACID 66 Be (93%)	15.29	1.83	6.93	1000	65

INSURANCE

SPILL ASSISTANCE



24/7 Spill Response Assistance

You are a current subscriber of **ChemPlan Spill Center**. Experience immediate support in the event of a hazardous spill or release. Contact the Spill Center for **24/7** assistance and minimize the adverse effects on people and the environment.

1-888-719-5033

Please note, your current spill alert team is included and copied on this email. If you would like to make any changes, or have any questions, please contact:

Kelly Marble kmarble@chemplan.net - 941-232-7430

ChemPlan - Industrial Strength Chemical Insurance

8121 Vicela Drive | Sarasota, FL 34240

T: 800-410-1511 | F: 941-379-2668 www.chemplan.net



EMERGENCY CONTACT NUMBERS

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EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

1. TODD TUCKER (VICE PRESIDENT OF OPERATIONS – SECURITY)
2. DAYNA REED (ASSISTANT VP OF OPERATIONS)
3. BILLY ROY (ANT & ANT 2 REGIONAL MANAGER)
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 CELL (413) 222-5440
 CELL (904) 814-4628
 WORK (786) 623-6457, CELL (904) 449-0546
 WORK (786) 646-2840, CELL (386) 334-6992

US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

MIAMI, FL (305) 888-2623	
GABRIELA AFANASIEV	CELL # (786) 725-8311
JESUS CARPHUAPOMA	CELL # (786) 712-2254
JOASIEL GARCIA	CELL # (786) 969-0408
FT. PIERCE, FL (772) 464-6195	
DAN DEBEAU	CELL # (309) 213-4936
WALTER ARNETT	CELL # (561) 772-8991
CATALINA EASTON	CELL # (772) 332-8990
MANATEE, FL	
GUNNAR SPONHEIMER	CELL # (727) 641-1146
TRAVIS COFFMAN	CELL # (567) 686-2601
ROY POUND	CELL # (727) 504-2243
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
ANTHONY JEFFERSON	CELL # (912) 393-4903
CHARITY BREWER	CELL # (912) 230-8680
JACKSONVILLE, FL (AND DOTHAN, AL) (904) 438-4976	
JEREMY MUSE	CELL # (706) 307 - 9898
JOSHUA DAVIS	CELL # (607) 368 - 9805
LISA DALE	CELL # (770) 769-6528
ELLISVILLE, MS (AND MOBILE, AL) (601) 477-2550	
BOB BOYKIN	CELL # (601) 678-8275
TIGRAN ARMSTRONG	CELL # (601) 554-6582
TOSHABA FAIRLEY	CELL # (601) 596-4377

CONTACT INFORMATION

FOR ENVIRONMENTAL CONTRACTORS

CLIFF BERRY, Inc.

<https://cliffberryinc.com/>

CBI Port Everglades

3400 SE 9th Avenue, Fort Lauderdale, FL 33316
Toll Free: 800.899.7745
Phone: 954.763.3390

CBI Ft. Pierce, FL

400 Angle Road Fort Pierce, FL 34947
Toll Free: 800.899.7745
Phone: 772.466.4063

CBI Orlando, FL

340 Thorpe Road, Orlando, FL 33619
Toll Free: 800.899.7745
Phone: 407.770.5769

CBI Facility Tampa, FL

5218 Saint Paul Street Tampa, FL 33619
Toll Free: 800.899.7745
Phone: 813.626.6533

CBI Regional Office Tampa, FL

4314 Raleigh Street, Tampa FL 33619
Toll Free: 800.899.7745
Phone: 813.626.6533

CBI Headquarter Waste/Material Recycling Facility

3033 NW North River Drive Miami, FL 33142
Toll Free: 800.899.7745
Phone: 954.763.3390

CBI Cape Canaveral, FL

5855 Industrial Drive Cocoa, FL 32927
Toll Free: 800.899.7745
Phone: 321.639.4199

CBI Jacksonville, FL

1518 Talleyrand Avenue Jacksonville, FL 32206
Toll Free: 800.899.7745
Phone: 904.356.5516

CBI Corporate Offices

851 Eller Drive, Ft. Lauderdale, FL 33316
Toll Free: 800.899.7745
Phone: 954.763.3390

EMERGENCY HOTLINE: 1-800-899-7745

CONTACT INFORMATION

FOR ENVIRONMENTAL CONTRACTORS

NATIONAL RESPONSE CORPORATION (NRC)

Formerly SWS Environmental

<https://nrcc.com/>

ALABAMA

Tel: 1-205-833-3407

MISSISSIPPI

Memphis - Tel: (662) 890-8670

FLORIDA

Ft. Lauderdale - Tel: (954) 957-7271

Tampa - Tel: (813) 241-0282

Pensacola - Tel: (850) 969-0092

Jacksonville - Tel: (904) 384-5319

Panama City Beach - Tel: (850) 563-0822

Orlando - Tel: (407) 854-5733

NORTH CAROLINA

Greensboro - Tel: (336) 553-1853

OHIO

Findlay - Tel: (419) 425-5845

TEXAS

Fort Worth - Tel: (817) 847-1333

Houston - Tel: (281) 867-9131

San Antonio - Tel: (210) 566-8366

TENNESSEE

Nashville - Tel: (615) 291-9852

24HR Emergency Response Tel: 1-800-899-4672 (International: 1-631-224-9141)

CONTACT INFORMATION

FOR ENVIRONMENTAL CONTRACTORS

MARION ENVIRONMENTAL, INC.

<https://www.marionenv.com/>

HOME OFFICE

115 Parmenas Lane
Chattanooga, TN 37405
Tel: (423) 499-4919
Tel: (888) 888-8149

KNOXVILLE OFFICE

1911 Gillespie Avenue
Knoxville, TN 37917
Tel: (865) 525-7117

ACWORTH / ATLANTA OFFICE

445 Pine Street
Acworth, GA 30102
Tel: (770) 974-4586

NASHVILLE OFFICE

1042 Omohundro Place
Nashville, TN 37210
Tel: (615) 490-6872

CHARLOTTE OFFICE

1704 Tower Industrial Drive
Monroe, NC 28110
Tel: (704) 635-7479

PINEY FLATS OFFICE

189 Industrial Park Road
Piney Flats, TN 37686
Tel: (423) 712-0660

DALTON / RESACA OFFICE

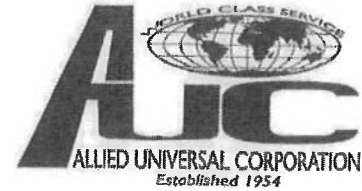
5038 Muse Road
Resaca, GA 30735
Tel: (706) 463-6637

BIRMINGHAM

2459 Ruffner Court
Irondale, AL 35210
Tel: (205) 290-5090

CONTACT INFORMATION

FACILITY ADDRESSES



CORPORATE HEADQUARTERS

3901 NW 115 AVENUE MIAMI, FLORIDA 33178

LAT/LONG: 25.810489/-80.378753

305-888-2623 TELEPHONE • 305-885-4671 FACSIMILE

800-437-8715 CUSTOMER • 800-981-6700 INTERCOMPANY

MEDLEY BRANCH 8350 NW 93rd STREET MIAMI, FLORIDA 33166 305-888-2623 305-888-2957-FAX LAT/LONG: 25.857466/-80.333619	DOTHAN OFFICE 2932 ROSS CLARK CIRCLE DOTHAN, AL 36301 334-513-1022 LAT/LONG: 31.22028/-85.43122
BRUNSWICK BRANCH 204 SCM RD. BRUNSWICK, GA 31525 912-267-9470 912-267-9488-FAX LAT/LONG: 31.112112/-81.548129	ELLISVILLE BRANCH 30 NEIL GUNN DRIVE ELLISVILLE, MS 39437 601-477- 601-477-2556-FAX LAT/LONG: 31.561405/-89.235785
FT. PIERCE BRANCH 9501 RANGELINE RD FT. PIERCE, FL 34987 772-464-6195 772-462-0716-FAX LAT/LONG: 27.289971/-80.483136	JACKSONVILLE BRANCH 14770 OLD ST. AUGUSTINE RD JACKSONVILLE, FL 32258 904-619-6180 904-438-4976-FAX LAT/LONG: 30.139274/-81.522768
MANATEE BRANCH 2815 INLAND TRANSPORT STREET PALMETTO, FL 34221 813-832-4868 813-805-0377-FAX LAT/LONG: 27.651905/-82.921571	

EXHIBIT C

INSURANCE REQUIREMENTS

A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Vendor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Vendor shall provide the Authority with financial information concerning any self-

insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Vendor, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Vendor by certified mail. Vendor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Vendor may be observing the correction, removal, or replacement of defective work.

J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.

K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Vendors, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.

M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or

organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.



ALLIUNI-01

GYOON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2025

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 845-8437	
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nautilus Insurance Company	
	INSURER B : Great Divide Insurance Company	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Retro Date Applies GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		GLP202370318	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL AGGREGATE \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		BAP202370418	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X		FFX202370618	8/31/2025	8/31/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ Aggregate \$ 9,000,000 PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Poll Liab Claim Made			SSP202370518	8/31/2025	8/31/2026	Each Poll Condition 1,000,000
A	Pollution Liability			SSP202370518	8/31/2025	8/31/2026	Total Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2025

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

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

PRODUCER Ivy Risk Strategies, LLC 501 E Las Olas Blvd. Ste 300 Fort Lauderdale FL 33301		CONTACT NAME: PHONE (A/C, No, Ext): 754-247-3000 FAX (A/C, No): E-MAIL ADDRESS: lisa@ivyrisk.com	
INSURED Allied Universal Corporation 3901 NW 115th Ave Doral FL 33178-1859		INSURER(S) AFFORDING COVERAGE INSURER A : AIG INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
License#: L114976 ALLIUNI-01		NAIC #	

COVERAGES**CERTIFICATE NUMBER: 1580242388****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	039-32-6857	6/30/2025	6/30/2026	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Waiver of Subrogation in favor of Peace River Manasota Regional Water Supply Authority the Authority, its directors, officers, employees and agents on Workers Compensation policy per form WC 00 03 13 (Ed. 04/84).

CERTIFICATE HOLDER**CANCELLATION**

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch FL 34202

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT D

BID FORM PROVIDED BY VENDOR

Part B – Forms bidder must provide with its bid

2026 Bid Form
WATER TREATMENT CHEMICALS (3 pages)

Bidder's contact person for this bid.

NAME: Tim Koziatek

TITLE: VP of Sales

COMPANY: Allied Universal Corp

ADDRESS: 3901 nw 115th ave

CITY, STATE, ZIP: Miami, FL 33178

TELEPHONE: 305 888-2623 FAX: _____

EMAIL: bids@allieduniversal.com

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This bid will remain firm for a period of 60 days from the date it is submitted or for such longer period of time that bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation. Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract.

Bidder agrees that any and all applicable federal, state, and local taxes that will be incurred by the Bidder are included in the bid. The Authority is tax exempt.

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the

Contract.

Addendum Number	Addendum Date

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ NO BID
Item No. 2 Copper Sulfate Solution	275-Gallon Totes	5,000	Per Gallon	\$ NO BID
Item No. 3 Powdered Activated Carbon See Note (1)	Bulk Delivery	750	Ton	\$ NO BID
Item No. 4 50% Sodium Hydroxide Solution	Bulk Delivery	1,500	Dry Ton	\$ 1199.00
Item No. 5 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ 1.78

Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product bid in an amount no less than one-fourth pound. Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are printed below.

Greg Namoff _____ CEO _____

Tim Koziatek _____ VP of Sales _____

DATED this _____ day of _____, 2026.

Bidder: Allied Universal Corp

State of Incorporation or Formation: Florida

CORPORATE SEAL
IF APPLICABLE

By:  _____
Signature

Tim Koziatek VP of Sales
Print Name and Title



Headquarters
3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

RESOLVED that Tim Koziatek, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Sodium Hypochlorite and Sodium Hydroxide to Peace River Manasota Regional Water Supply Authority.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 10th day of June 2025.

(Seal of Corporation)



Greg Namoff, President - CEO

8350 NW 93 Street
Miami, Florida 33166
AUC Medley- 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC Ft. Pierce- 772-464-6195

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 Ft. Pierce - 772-464-6195

2815 Inland Transport St.
Palmetto, Florida 34221
ANT 2 Manatee - 941-803-4457

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC Jacksonville- 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC Ellisville - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC Brunswick - 912-267-9470



2025 - 2026

St. Lucie County Local Business Tax Receipt

P.O. Box 308, Fort Pierce, FL 34954

tcslc.com

Facilities or machines #

Rooms #

Seats #

Employees #1

Receipt #1015813

Type of business 7299 MISC/PUBLIC SERVICE (Wastewater
Storage & Disposal)

Expires SEPTEMBER 30, 2026

DBA name

Business: Allied New Technologies, Inc

Mailing address: ATTN:JIM PALMER

Allied New Technologies Inc
3901 NW 115th Ave
Miami, FL 33178

Business location: 821 S Kings Highway
Fort Pierce, FL 34945

GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax:

\$15.10

St Lucie County

Penalty:

P06000024501

Collection cost:

Total:

\$15.10

Paid 07/15/2025 15.10

0012-20250715-018812

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of \$1 to \$5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

ATTN:JIM PALMER
Allied New Technologies Inc
3901 NW 115th Ave
Miami, FL 33178

000734

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115TH AVE
DORAL FL 33178-1859

RECEIPT NO.

RENEWAL
4711819



**EXPIRES
SEPTEMBER 30, 2026**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

PAYMENT RECEIVED
BY TAX COLLECTOR

\$135.00 07/14/2025
FPPD19-25-006080

Employee(s) 30



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

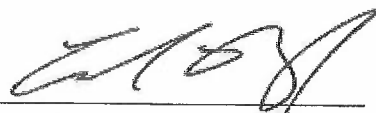
The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 13, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2026*




Secretary of State

Tracking Number: 8596848322CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Peace River Manasota Regional Water Supply Authority by
Greg Namoff - CEO
(Print individual's name and title)
for Allied Universal Corporation
(Print name of entity submitting sworn statement)
whose business address is 3901 NW 115th Avenue, Miami, Florida 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0776285
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 Paragraph 287.133(1)(b), Florida Statutes, 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 Paragraph 287.133(1)(a), Florida Statutes, 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 entity 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 Paragraph 287.133(1)(e), Florida Statutes, 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 provision 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. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Greg Namoff
(Signature)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

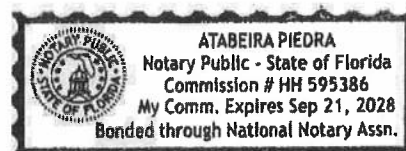
notarization, this 4/16/2020 by Greg Namoff of _____

Allied Universal Corporation organized under the laws of the State of Florida, on behalf

of the company, who is personally known to me or has produced _____

as identification.

Atabeira Piedra
NOTARY PUBLIC-STATE OF FLORIDA



Name typed, printed, or stamped: Atabeira Piedra

My commission expires: 9/21/2028

EXHIBIT E
E-VERIFY AFFIDAVIT

EXHIBIT E

E-Verify Affidavit

Vendor provides this affidavit in accordance with Section 3.2.8 of the Authority's Procurement Policy.

Vendor states as follows:

1. As required by Section 448.095, Florida Statutes, Consultant has registered with and uses the U.S. Department of Homeland Security's E-Verify system, (www.e-verify.gov) to verify the work authorization status of all new employees.
2. Consultant will require all subcontractors and subconsultants performing work under this contract to a) use the E-Verify system for any new employees and b) provide consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of the contract.
3. Consultant is and will remain in full compliance with Section 448.095, Florida Statutes for the duration of its contract with the Authority.
4. A true and correct copy of Consultant's proof of registration in the E-Verify system is attached to this Affidavit.

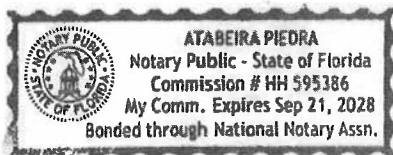
[Signature] 2/23/24
Signature Date

Tim Koziatek

Print Name

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of February 2024 by Tim Koziatek (name of officer or agent, title of officer or agent) of Allied Universal Corp. (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
Notary Public
Atabeira Piedra
Name typed, printed or stamped

My Commission Expires: 9/21/2028



Company ID Number: 122833

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Allied Universal Corporation
Company Facility Address	3901 NW 115 Avenue Miami, FL 33178
Company Alternate Address	3901 NW 115 Avenue Miami, FL 33178
County or Parish	MIAMI-DADE
Employer Identification Number	590776285
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 site(s)



Company ID Number: 122833

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	5
GA	1
MS	1

EXHIBIT F

**AFFIDAVIT CONCERNING HUMAN TRAFFICKING
REQUIRED BY SECTION 787.06, FLORIDA STATUTES**

EXHIBIT F

**Affidavit Concerning Human Trafficking
Required by Section 787.06, Florida Statutes**

Before me, the undersigned authority, personally appeared Tim Koziatek,
(Affiant) whom after being duly sworn, deposes and states:

1. My name is Tim Koziatek and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Allied Universal Corp,
a non-governmental entity. I am authorized to provide this affidavit on behalf of
Allied Universal Corp.

3. The non-governmental entity, Allied Universal Corp, does
not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

23 February, 2026

[Signature]
(Affiant)

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

23 February, 2026 by Tim Koziatek on behalf of
Allied Universal Corporation, who is
personally known to me or has produced _____ as identification.

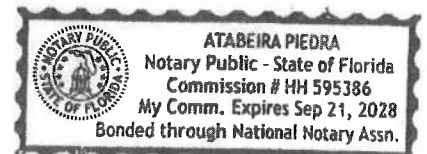
[Signature]

Notary Public

Name (Printed) Atabeira Piedra

My commission expires 9/21/2028.

(Printed typed or stamped Commissioned name of Notary Public)



Composite Exhibit 2
Peace River Manasota Regional Water Supply Authority
Solicitation ITB for Chemicals 2026

Peace River Manasota Regional Water Supply Authority

Invitation to Bid for Water Treatment Chemicals February 2, 2026

**Invitation to Bid
for Chemicals**

Peace River Manasota Regional Water Supply Authority

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Part A – Instructions to Bidders and General Terms and Conditions

1. Overview and Background

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting sealed bids for the purchase of water treatment chemicals listed in the Bid Form.

The Authority is a regional water supplier that provides wholesale drinking water in Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority is an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes.

The Authority currently owns and operates the Peace River Facility, a 51 million gallon per day ("MGD") conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes approximately eighty (80) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.

2. General Description of Goods Needed

This is the Authority's annual invitation to bid to procure water treatment chemicals it needs to provide water to its wholesale customers.

3. Solicitation Documents

This Invitation to Bid, the Bid Form, and the contract are collectively known as the "solicitation documents." A copy of the solicitation documents may be obtained at no charge by visiting the Authority's website (www.regionalwater.org), by emailing procurement at procurement@regionalwater.org, or by calling Rachel Kersten at (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute proposals. Visit the DemandStar website (www.demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

The Authority has no responsibility for the accuracy, completeness, or sufficiency of any documents obtained from any source other than the Authority's website or DemandStar. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information and failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

In this invitation to bid, the terms "bid" and "response" have the same meaning, the terms "bidder" and "respondent" have the same meaning, and the terms "ITB" and "solicitation" have the same meaning.

In this Invitation To Bid, the terms "bid" and "response" have the same meaning, the terms "bidder" and "respondent" have the same meaning, and the terms "Invitation to Bid" and "solicitation" have the same meaning.

4. Anticipated Procurement Schedule

The following is the anticipated schedule for this solicitation. The Authority may modify these dates if it determines that it is in the best interest of the Authority and will provide any changes by posting an addendum.

Event	Date/Time
Bid posted on websites	February 2, 2026
Deadline to submit questions	February 16, 2026 at 5:00 PM
Deadline to submit bids	March 5, 2026 at 10:00 AM
Bid opening	March 5, 2026, immediately following deadline for bid submittal
Authority Board approval of bid award	April 1, 2026

5. Questions and Communications

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at procurement@regionalwater.org using **"Question re: ITB Water Treatment Chemicals 2026"** as the subject line. Questions must be submitted on or before the deadline listed above. The Authority will not answer questions submitted in any other manner or after the deadline. Respondents or persons acting on their behalf may not contact any Authority employee or board member concerning any aspect of this solicitation, except in writing as provided in this solicitation. Violation of this provision may be grounds for rejecting a response.

6. Deadlines

Deadlines for submitting questions and for submitting a bid are provided in the procurement schedule above. If respondent has questions or desires to propose a change to a term or condition of this solicitation or the contract included in this solicitation, respondent must submit a question by email as instructed above. The Authority may not consider proposed changes to the contract after the question submittal deadline and will only make changes to the contract if it determines that it is in the best interest of the Authority.

7. Addenda

The Authority will post answers to questions and any revisions to this solicitation as written addenda on the Authority's web site at www.regionalwater.org and DemandStar at www.DemandStar.com. The Authority may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an addendum that expressly modifies or supplements them. Respondents are responsible for reviewing the Authority's website and DemandStar for the Authority's

responses to any questions or addenda.

8. Pre-Bid Meeting

The Authority will not conduct a pre-bid meeting for this solicitation.

9. Bid Opening

As provided in section 255.0158, Florida Statutes, the Authority will open all sealed bids meeting the submission deadline at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the deadline for receipt of bids. At the meeting, the Authority will announce the name of each bidder and the price submitted in the bid. After the bid opening, Authority staff will review the bids for responsiveness and responsibility and will post its intended decision after staff completes its review.

10. Bid Requirements

Basis of Bid: The bid price must include all costs for the work including any amounts for respondent's overhead, costs, profit, and other expenses. The bid must be based on the following requirements.

Discounts. Any and all discounts must be incorporated in the bid price and not shown separately. The unit price as shown on the Bid Form will be the price used in determining award(s).

Descriptive Information. Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, is provided to establish a standard of quality and shall not be construed as limiting competition.

Use of Trade Names. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

Royalties and Patents. The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall indemnify and hold the Authority harmless from any loss including costs and attorney's fees on account thereof.

Authorized Product Representation. The successful bidder(s), by submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By submitting the stated documents, the bidder(s) represents that it is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

Safety Measures and other Regulations. It is the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal, state, and local laws, rules, and regulations as each may apply. All bidders must comply with the Safety Measures as prescribed in the Contract.

Estimated Quantities. The Authority has provided estimated quantities of chemicals that it typically purchases. The Authority does not guarantee those estimates and bidders must not rely upon them in submitting a bid.

Comparison of Bids. Bid prices must be provided as unit price as indicated on the Bid Form. The Authority intends to make award to the lowest responsible and responsive bidder for each item.

Authority's Procurement Policy. By submitting a Bid, Bidder agrees to comply with the Authority's Procurement Policy, December 7, 2022 (or latest revision) "Procurement Policy". A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and on the Authority's website at www.regionalwater.org. Bidder agrees to comply specifically with the Procurement Policy sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks.

Code of Ethics. By submitting a bid, Bidder represents that it is in compliance with Chapter 10 of the Authority's Procurement Policy, and Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees. Any bidder that violates or is a party to a violation of the Procurement Policy or these laws may be disqualified from furnishing the goods or services for which the bid is submitted and may be disqualified from submitting any future bids for goods or services for the Authority.

No Collusion or Contingent Fees. By submitting a bid, bidder certifies that it has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

11. Bid Submittal

Bidders shall provide a single electronic file in searchable PDF format of the bid by email to procurement@regionalwater.org. All bids must be delivered on or before the deadline provided in this solicitation and must state **"Bid for Water Treatment Chemicals 2026"** as the subject line of the email.

The Authority will not accept responses delivered in any manner other than as prescribed in this solicitation. If the response is delivered after the established deadline or is not submitted in the designated manner, a Respondent will be deemed non-responsive to the solicitation requirements.

Upon submittal of its response, respondent agrees to be bound by all terms and conditions of this solicitation. The respondent – not the Authority – is responsible for any expenses it incurs in connection with preparing a response to this solicitation.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the respondent's responsibility to confirm that the Authority received its submission.

12. Minimum Qualifications and Bid Contents

To demonstrate that bidder meets the minimum qualifications required by this solicitation, bidder must complete and submit the documents listed below.

- The Bid Form
- Evidence showing bidder's authority to do business in Florida
- Evidence showing the authority to sign the bid form on behalf of the business entity
- Affidavit of compliance with Chemical Standards

The Bid Form. **Bids must be submitted on the Bid Form attached in Part B of this solicitation.** Bidders must fully comply with the specifications, terms, and conditions contained in the Bid Documents. Bidders must comply with all requirements on the Bid Form and must complete every blank typewritten or in ink and the signer must initial any erasures or alterations. All names must be typed or legibly printed in ink below each signature. Bidders must complete every blank on the bid form typewritten or in ink and must initial any erasures or alterations. All names must be typed or legibly printed in ink below each signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. On the Bid Form, bidder must provide a list of all Addenda issued and acknowledge receipt of each of them.

Bids for each chemical. Bidders may submit a bid for one or more chemicals on the same Bid Form. A bid item left blank will be interpreted as a 'no bid' for that bid item.

Authority to do business in Florida. Bidder must demonstrate that it is authorized to do business in the state of Florida by providing a copy of the bidder's registration with the Florida Department of State, Division of Corporations showing that the status of the business is active.

Authority to sign. *The person who signs the bid* must have the authority to bind the bidder. A bid by a

corporation must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. A bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature. A bid by a limited liability company must be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature. A bid by a joint venture must be executed by in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing.

Affidavit of Compliance with Chemical Standards. Bidder must submit an affidavit of compliance for each chemical for which it submits a bid.

13. Modification and Withdrawal of Bid

A bidder may withdraw its bid up until the date and time set above for opening of the bid. Any bid not withdrawn before the bid opening will constitute an irrevocable offer for a period of 60 days to sell to the Authority the goods or services set forth in the bid until the Authority executes a contract with another bidder for those goods or services.

If within 24 hours after bids are opened any bidder files a duly signed written notice with the Authority and promptly thereafter demonstrates to the reasonable satisfaction of the Authority that there was a material and substantial mistake in the preparation of its bid, then bidder may withdraw its bid. Thereafter, if the work is rebid, that bidder may be disqualified from submitting a bid on the work.

14. Review of Bids and Rights of the Authority

14.1 Review of Bids

Responsiveness Review. The Authority will only consider bids from responsive and responsible bidders. The Authority will review each response to determine whether it complies with the requirements provided in this solicitation including all information described in the Bid Contents section of this solicitation (section 12), is timely submitted, and has the required signatures on each document as applicable. Failure to comply with these requirements may result in the Authority determining that the bid is non-responsive.

Responsibility Review including Past Performance. The Authority will review the response to determine if the bidder is capable of performing the work. The Authority may review respondent's past performance and prior dealings (i.e., failure to meet specifications, late delivery, poor workmanship, etc. as applicable). Poor or unacceptable past performance may result in respondent's disqualification. Bidder must not have a record of poor past performance or prior dealings.

The Authority will not consider more than one bid for the same work from an individual or entity under the same or different names. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder or the rejection of all bids in which that bidder has an interest.

14.2 Rights of the Authority

In connection with this procurement process, including the receipt and review of bids and contract award, the Authority reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, suspend, withdraw, or terminate this solicitation, or the procurement process in whole or in part, at any time before the execution of a contract without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive or allow corrections to non-material deficiencies, informalities, and irregularities in a response and accept the bid which is, in the Authority's judgment, in the Authority's best interest.
- Discuss and correspond with any respondent to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, information that has the potential to improve the understanding and review of responses.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, conducting background checks, contacting independent parties, or any other means to determine that bidder's ability to perform is satisfactory.
- Request additional information from a respondent during the Authority's review of the response to determine respondent's capability to perform the work.
- Reject responses containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the Authority.
- Reject responses where evidence submitted, or investigation and evaluation indicate an inability for the respondent to perform.
- Reject any response that is not responsive and any respondent who is not responsible.
- Reject all responses if the Authority determines that it would not be in its best interest to make an award.

15. The Contract

A copy of the contract for purchase of goods is included in this solicitation. The successful bid will be incorporated into the contract with terms acceptable to the Authority in its sole discretion. **By submitting a response, respondent represents that it has read the contract and accepts all its terms and conditions and the terms and conditions contained in this solicitation.** If respondent desires to propose a change to a term or condition of this solicitation or the contract, respondent must identify its request by submitting a question by email as provided in this solicitation. After the Authority issues the notice of award, the Authority will provide the contract with all the final exhibits to the successful bidder. The successful bidder must sign and deliver the contract, the certificates of insurance, and other required documents to the Authority within 7 days after Authority provides it.

Any contract awarded under this solicitation will not be an exclusive contract. The Authority may purchase

water treatment chemicals and enter into contracts from one or more suppliers. If bidder fails to comply with the contract the Authority may cancel the award and terminate the contract.

16. Insurance Requirements

The contract contains insurance requirements that the selected vendor must satisfy before the Authority will execute it. When the selected vendor delivers the executed contract to Authority, it must be accompanied by evidence of the required insurance.

17. Taxes

By submitting a bid, bidder represents that any and all applicable federal, state, and local taxes that may be incurred by the Bidder are included in its bid. Bidder is prohibited from delineating a separate line item in its bid for taxes of any kind. Bidder is responsible for its own tax liability for goods or services provided pursuant to an award. The Authority is tax exempt.

18. Notice of Decision and Protest Process

The Authority will post a notice of its intended decision and the board's final decision on the Authority's website at www.regionalwater.org and www.DemandStar.com. By submitting a response to this solicitation, respondents agree to the requirements and process for filing a protest set forth in the Authority's Procurement Policy which may be found on the Authority's website.

The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond will constitute a waiver of proceedings.

19. Florida Statutory Requirements

19.1 Scrutinized Companies. By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

19.2 Public Entity Crimes. Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant. In accordance with section 3.2.5 of the Authority's Procurement Policy, Vendor shall provide an executed Public Entity Crimes Statement as part of the bid submittal.

19.3 E-Verify. As required by Section 448.095, Florida Statutes, consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response, respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, and has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. In accordance with section 3.2.8 of the Authority's Procurement Policy, Vendor shall submit an executed E-Verify Affidavit when it executes a contract with the Authority.

19.4 Public Records. Upon receipt, responses will be subject to disclosure under Florida Public Records laws including Chapter 119, Florida Statutes. Respondents may invoke exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the Authority, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of the respondent, the Authority will advise the respondent of such request and it will be the respondent's sole burden and responsibility to defend its claimed exemption. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR BY MAIL AT 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

19.5 Responsible Vendor Determination. Respondent is notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

19.6 No Human Trafficking. By submitting a response to this solicitation, the respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, respondent will submit a Human Trafficking Affidavit attesting to its compliance when it executes a contract with the Authority.

– End of Part A –

Part B – Forms bidder must provide with its bid

2026 Bid Form
WATER TREATMENT CHEMICALS (3 pages)

Bidder's contact person for this bid.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

This bid will remain firm for a period of 60 days from the date it is submitted or for such longer period of time that bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation. Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract.

Bidder agrees that any and all applicable federal, state, and local taxes that will be incurred by the Bidder are included in the bid. The Authority is tax exempt.

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the

Contract.

Addendum Number	Addendum Date

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ _____
Item No. 2 Copper Sulfate Solution	275-Gallon Totes	5,000	Per Gallon	\$ _____
Item No. 3 Powdered Activated Carbon See Note (1)	Bulk Delivery	750	Ton	\$ _____
Item No. 4 50% Sodium Hydroxide Solution	Bulk Delivery	1,500	Dry Ton	\$ _____
Item No. 5 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ _____

Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product bid in an amount no less than one-fourth pound. Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are printed below.

_____	_____
_____	_____
_____	_____

DATED this _____ day of _____, 2026.

Bidder: _____

State of Incorporation or Formation: _____

CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Print Name and Title

Affidavit of Compliance with Chemical Standards

This is to certify that all _____ [chemical name] supplied by the vendor named below to Peace River Manasota Regional Water Supply Authority complies with the AWWA standard listed in the Technical Specifications provided in Exhibit A of the Contract contained in this Invitation to Bid for Purchase of Water Treatment Chemicals.

Signature Date

Print Name

Title, Company name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (Affiant) of _____ (company name), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Part C – Contract and Exhibits

CONTRACT FOR PURCHASE OF WATER TREATMENT CHEMICALS

This Contract for Purchase of Water Treatment Chemicals, (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, ("Authority") and _____ whose address is _____ ("Vendor").

Background

- A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.
- B. The Vendor desires to supply water treatment chemicals as described herein, and represents that it has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

1. **Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.

- Exhibit A – Technical Specifications for Water Treatment Chemicals
- Exhibit B – Required Safety Measures
- Exhibit C – Insurance Requirements
- Exhibit D – Completed Bid Form
- Exhibit E – E-Verify Affidavit
- Exhibit F – Affidavit concerning Human Trafficking
- The Invitation to Bid for Water Treatment Chemicals dated _____, 2026, all related documents and Addenda ("ITB"), and Vendor's response to the ITB which are retained in the Authority's files

2. **Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.

3. **Time and Place of Delivery.**

- 3.1. Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and 3:00 P.M. local time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

- 3.2. Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.
- 3.3. Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.

4. **Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D**. The prices include all applicable taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.

5. **Invoicing and Payment.** The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.

6. **Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A** and the standards listed in the Affidavit of Compliance Vendor submitted with its bid.

7. **Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.

8. **Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.

9. **Quality Guarantee and Rejection of Nonconforming Goods.**

- 9.1. Quality Guarantee. Vendor represents and warrants that the products it delivers to the Authority: 1) meets the technical specifications contained in **Exhibit A**; and 2) the standards listed in the Affidavit of Compliance Vendor submitted with its bid. If any product delivered does not meet the requirements of Exhibit A or the Affidavit of Compliance, or if the product will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing

the Authority for attorney fees in the event the bidder defaults and court action is required.

9.2. **Nonconforming Goods.** The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

10. **Non-Exclusive Contract.** This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.

11. **Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.

12. **Vendor's Exclusive Remedies.** The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.

13. **Contract Term.** The term of this Contract is for **one year** commencing on _____, 2026 through _____, 20____. All contracts may be extended for three one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than [_____] January 15 for the ensuing contract year. All contract terms, including prices, will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.

14. **Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.

15. **Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.

16. **Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C**.

17. **Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. **Vendor's Representations and Warranties.** Vendor represents and warrants to the Authority as follows:

19.1. **Conducting Business in Florida.** Vendor is duly authorized to conduct business in the State of Florida.

19.2. **Authority.** Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.

- 19.3. **Accuracy of Response.** All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the Authority and has not materially changed as of the Effective Date of this Contract.
- 19.4. **Understanding of Contract.** Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.
- 19.5. **Laws.** Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.
- 19.6. **Valid Agreement.** This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.
- 19.7. **Scrutinized Companies.** Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 19.8. **Public Entity Crimes.** Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.
- 19.9. **E-Verify.** Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. As required by Section 3.2.8 of the Authority's Procurement Policy, Vendor has provided the Authority with an E-Verify Affidavit attached as **Exhibit E**.
- 19.10. **Affidavit concerning Human Trafficking.** Vendor does not use coercion for labor or services and has complied with section 787.06, Florida Statutes.

Vendor has provided an affidavit required by Florida law attached as **Exhibit F**.

20. **Miscellaneous Provisions.**

- 20.1. **Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 20.2. **No Delegation or Assignment.** Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.
- 20.3. **Successors.** The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 20.4. **No Third-Party Beneficiaries.** The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Contract.
- 20.5. **Waiver.** No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.
- 20.6. **Applicable Law and Venue.** This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.
- 20.7. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

Name Title

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Email #1: _____
Email #2: _____
Email #3: _____

If to the Vendor:

Email #1: _____
Email #2: _____
Email #3: _____

- 20.8. **No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 20.9. **Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.
- 20.10. **Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.
- 20.11. **Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 20.12. **Time is of the Essence.** Time is of the essence of this Contract and each of its provisions.

- 20.13. **Survival.** All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.
- 20.14. **Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.
- 20.15. **Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.
- 20.16. **Waiver of Jury Trial.** To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.'

VENDOR:

Firm Name

Signature

Print name

Print title

Date

Attest:

Signature

Print name

Print title

Date

**Peace River Manasota Regional Water
Supply Authority:**

Signature

Print name

Print title

Date

Approved as to Form:

Legal Counsel

EXHIBIT A

page 1 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 1 - Copper Sulfate

Copper Sulfate is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. Copper Sulfate shall be commercial grade of copper sulfate pentahydrate at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$ in accordance with AWWA Standard B602-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-08 (or latest edition) and these specifications are required.
 - b. May be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
 - c. Shall be Size A as defined in AWWA Standard B602-08 (or latest edition).
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT A

page 2 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 2 - Copper Sulfate Solution

Copper Sulfate based algaecide solutions are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. The active ingredient shall be commercial grade copper sulfate pentahydrate with a metallic copper equivalent of 5% by weight in accordance with AWWA Standard B602-17 (or latest edition) modified as follows:
 - a. Copper Sulfate shall be a liquid formulation of copper registered with the US EPA as an algaecide and bactericide.
 - b. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-17 (or latest edition) and these specifications are required.
 - c. Shall be shipped in IBC Totes with approximately 275-gallon capacity. Totes/containers to be included in bid price. Empty totes/containers shall be removed by vendor.
 - d. Product must have a pH of 0.2 to 0.3.
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

EXHIBIT A

page 3 of 5

Technical Specifications WATER TREATMENT CHEMICALS

Item No. 3 – Powdered Activated Carbon

Powdered Activated Carbon is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in potable water.

1. Powdered Activated Carbon shall be in accordance with AWWA Standard B600-10 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the activated carbon complies with the applicable provisions of AWWA Standard B600-10 (or latest edition) and these specifications are required.
 - b. Shipment shall be by bulk tanker truck with approximate delivery quantity of 35,000 pounds.
 - c. Certified weight tickets for each shipment will be required.
 - d. Supplier shall be responsible for pumping Powder Activated Carbon into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Site Specific Specifications – In addition to the requirements in Item 1(a-d) above, the following additional specifications shall be met due to chemical feed pumping constraints and process control requirements of the facility:
 - a. Powdered Activated Carbon samples shall have a MINIMUM iodine number of 800.
 - b. All carbons submitted shall produce a carbon solution that maintains a neutral pH range of 6.5-8.5 when diluted at a 1:1 ratio.
3. Performance Criteria. The Authority will test each sample submitted for **minimum iodine number, particle size distribution and adsorptive performance per AWWA B600-10 (or latest edition)** to document cost/performance ratios in the evaluation of bids submitted. **All bidders for Powder Activated Carbon shall submit a sample of the product bid (no less than one-fourth pound). Product samples must be included with bid package. Bidders wishing to submit multiple product samples shall submit a testing fee for each additional sample over one (1) in the form of a check or money order in the amount of \$500.00 payable to the Peace River Manasota Regional Water Supply Authority.**
4. Powdered Activated Carbon shall meet NSF-60 or 61 as appropriate.
5. Each load of Powdered Activated Carbon shall be accompanied by the supplier's certificate of analysis representing the actual Powdered Activated Carbon being delivered.

EXHIBIT A

page 4 of 5

Technical Specifications WATER TREATMENT CHEMICALS

Item No. 4 – Sodium Hydroxide

Sodium Hydroxide is intended for use in the stability process of potable drinking water. This chemical is intended specifically for use in the manipulation of pH for stability purposes in the treatment of potable water.

1. Sodium Hydroxide (caustic soda) shall be liquid 50% sodium hydroxide (NaOH) in accordance with AWWA Standard B501-08 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hydroxide complies with the applicable provision of AWWA Standard B501-08 (or latest edition) and these specifications are required.
 - b. Shipment shall be in bulk by tanker truck.
 - c. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
2. Seller shall be responsible for pumping Sodium Hydroxide into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
3. Sodium Hydroxide shall meet NSF-60 or 61 as appropriate.
4. Sodium Hydroxide shall be bid on a dry ton basis.

EXHIBIT A

page 5 of 5

Technical Specifications
WATER TREATMENT CHEMICALS

Item No. 5 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
 - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
 - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
 - d. Shipment shall be by bulk tanker truck.
 - e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
 - f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

EXHIBIT B

Required Safety Measures WATER TREATMENT CHEMICALS

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

Within the first month of the contract, Vendor shall provide an appropriate safe handling training course to all Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract term.

EXHIBIT C

Insurance Requirements

A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

2. Commercial or Comprehensive General Liability. Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury, and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Vendor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Vendor shall provide the Authority with financial information concerning any self-

insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.

E. All the policies of insurance so required of Vendor, except workers compensation, shall be endorsed to include as additional insureds: The Authority, its directors, officers, employees, and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Vendor shall be considered primary, and all other insurance shall be considered excess. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Vendor is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Vendor by certified mail. Vendor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Vendor may be observing the correction, removal, or replacement of defective work.

J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.

K. All policies, except for workers' compensation, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Vendors, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.

M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or

organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.

EXHIBIT D
BID FORM PROVIDED BY VENDOR

EXHIBIT E

E-Verify Affidavit

Vendor provides this affidavit in accordance with Section 3.2.8 of the Authority's Procurement Policy.

Vendor states as follows:

1. As required by Section 448.095, Florida Statutes, Consultant has registered with and uses the U.S. Department of Homeland Security's E-Verify system, (www.e-verify.gov) to verify the work authorization status of all new employees.
2. Consultant will require all subcontractors and subconsultants performing work under this contract to a) use the E-Verify system for any new employees and b) provide consultant with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of the contract.
3. Consultant is and will remain in full compliance with Section 448.095, Florida Statutes for the duration of its contract with the Authority.
4. A true and correct copy of Consultant's proof of registration in the E-Verify system is attached to this Affidavit.

Signature

Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ (name of officer or agent, title of officer or agent) of _____ (name of Consultant company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT F

**Affidavit Concerning Human Trafficking
Required by Section 787.06, Florida Statutes**

Before me, the undersigned authority, personally appeared _____,
(Affiant) whom after being duly sworn, deposes and states:

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with _____,
a non-governmental entity. I am authorized to provide this affidavit on behalf of
_____.

3. The non-governmental entity, _____, does
not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20__

(Affiant)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this

_____, 20__ by _____ on behalf of

_____, who is

personally known to me or has produced _____ as identification.

Notary Public

Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Joseph Tiseo
Charlotte County

Hon. Ron Cutsinger
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Jason Bearden
Manatee County

Richard Anderson, Executive Director

Invitation to Bid Water Treatment Chemicals

Addendum 1

February 18, 2026

Contract Update:

The Public Entity Crimes Statement is attached. Per The Invitation to Bid, Section 19.2, Bidders shall submit this in conjunction with the bid.

Responses to Questions:

1. Question: Question about the Copper Sulfate 50 lb. bag delivery quantities; do you know an estimate of how much will be requested for each delivery? I show we (Thatcher) only did one delivery back in July 2025 of 24,000 lbs. Are you anticipating something similar or more frequent for 2026-2027?

Response: The amounts required vary due to various external factors. The Authority expects the amount to increase slightly this year due to the drought, potentially to 30,000 lbs.

2. Question: May we please see the current supplier and price for these items listed on the bid?

Response: The Notice of Intended Decision and bid tabulations for 2023, 2024 and 2025 are attached to this addendum.

3. Question: Could you please confirm the typical order quantity for item #1 copper sulfate and item #2 copper sulfate solution?

Response: The amounts required vary due to various external factors. The Authority expects the amount to increase slightly this year due to the drought, potentially to 30,000 lbs.

4. Question: Could you please confirm the actual annual usage for item #1 copper sulfate and item #2 copper sulfate solution in 2024 and 2025?

Response: Last year the Authority used about 15,000 lbs of Item#1 but expect to use more due to drought conditions this year. There was no usage of Item #2 in 2025 to use more due to drought conditions this year

5. Question: If different than that listed on the previous bid tabulation, what is the current price for item #1 copper sulfate and item #2 copper sulfate solution?

Response: The price has not changed from the previous bid tabulation.

6. Question: Will the Authority use both item #1 copper sulfate and item #2 copper sulfate solution or will they simply choose one or the other for use given the overlapping function of each product?

Response: The Authority uses both products if conditions require, most of our usages is Item #1 but if our algae counts get high we use Item #2.

7. Question: Please provide instructions on how to submit a product sample, including the address, site person's name, and phone number.

Response: Product samples should be no less than ¼ pound and delivered to the 9415 Town Center Parkway, Lakewood Ranch, FL 34202. Samples must arrive prior to the bid opening – March 5, 2026 at 10:00 AM EST.

8. Question: Could you please confirm the actual usage of Powdered Activated Carbon (PAC) for the last 12 months?

Response: About 2 million lbs.

9. Question: Could you confirm the current supplier, product and price for PAC?

Response: Supplier: Jacobi Carbons, Inc. Product: AquaSorb CB1-MW. Price: \$3,680/ton

10. Question: If we were to submit a PAC product for consideration that had a minimum 500 iodine, but has data backing up its effectiveness, would it be considered or immediately thrown out?

Response: Only PACs with a minimum iodine number of 800 will be considered.

11. Question: Please confirm whether a 200 g sample will be sufficient.

Response: Per the Bid Document, Powered Activated Carbon samples may not be less than ¼ pound.

12. Question: Regarding the delivery schedule, the bid document states that the bidder must deliver all items within five working days from receipt of a delivery request from the Authority. Could you please confirm whether this implies that delivery may be required within five days of the bid award, should the Authority issue a request at that time?

Response: Yes, however pursuant to the Section 3 of the Contract, "Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order." Purchase orders are issued upon contract execution, but the award of the contract is slated to be considered by the Board on April 1, 2026.

13. Question: Please also confirm whether the stated volume requirement of 750 MT applies to one year only, or covers the entire 1+3-year contract period?

Response: 750 tons is an estimate of the annual (1 year) quantity of PAC that will be ordered.

14. Question: Kindly share last year bid tabulation and last testing result of powdered activated carbon and who was awarded after testing.

Response: The bid tabulation for 2025 is attached to this addendum. Powdered activated carbon is not awarded until after testing has occurred and was last bid in 2023, bid tabulation attached.

15. Question: Last 2 years average usage (of PAC).

Response: The 2 year average usage of PAC is 1.5 million lbs (2024-1.2 million, 2025-2million)

16. Question: Can the Affidavit of Compliance have to be signed by an officer of our LLC, or does it have to be signed by a member entity?

Response: Per the Invitation to Bid, page 7 -8, *"A bid by a limited liability company must be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature."*

17. Question: In an effort to not take any exceptions in our bid submission, can we guarantee that we will register to do business in Florida upon award, or do we have to register prior to our bid being submitted.

Response: Per the Invitation to Bid, page 7, *"Bidder must demonstrate that it is authorized to do business in the state of Florida by providing a copy of the bidder's registration with the Florida Department of State, Division of Corporations showing that the status of the business is active."*

18. Question: Is it possible to request a 7 calendar day lead time for delivery of Powdered Activated Carbon?

Response: No.

19. Question: Is the spill response plan & procedure due with the bid submittal or upon award?

Response: This would be due upon award, prior to the first delivery.

20. Question: Exhibit D "Bid Form Provided by Vendor" is blank – do we need to provide our own unique bid form, or is something missing

Response: The bid form is included in the Invitation to Bid, Part B, pages 12-14. All Bidders are required to use this form.

21. Question: What is your actual usage for 2025 or average annual usage (for PAC)?

Response: About 2 million lbs.

22. Question: Are there heavy usage periods (for PAC) during the year or is usage mostly steady year round.

Response: The Authority has heavy usage during early spring to late summer, roughly 2-3 tractor trailer loads a week.

23. Question: If multiple PAC Products are offered, should a second complete bid package be submitted? Or just the price page?

Response: Bidders may include multiple PAC products on the same Bid Form. Please note that all PAC bids must be accompanied with a sample and if a Bidder is submitting multiple PAC product samples, they must include a check or money order for \$500 per additional sample payable to Peace River Manasota Regional Water Supply Authority.

Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Peace River Manasota Regional Water Supply Authority by

_____ (Print individual's name and title)
for _____ (Print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 Paragraph 287.133(1)(b), Florida Statutes, 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 Paragraph 287.133(1)(a), Florida Statutes, 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 entity 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 Paragraph 287.133(1)(e), Florida Statutes, 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 provision 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. Based on information and belief, 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, or agents who are active in the management of the entity, nor any 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, or agents who are active in the management of the 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, or agents who are active in the management of the 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 THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ by _____ of _____

_____ organized under the laws of the State of Florida, on behalf

of the company, who is personally known to me or has produced _____

as identification.

NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
WATER TREATMENT CHEMICALS**

Recommended Action - Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on March 6, 2023.

Staff recommends the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on April 5, 2023. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	New Cost
No. 1	12% Sodium Hypochlorite	Allied Universal Corp.	\$1.43/lb.
No. 2	Sodium Hydroxide 50% Solution	Univar Solutions	\$885/dry ton
No. 3	Copper Sulfate	Brenntag Mid-South	\$2.028/lb.
No. 4	Copper Sulfate Solution	TMB Water	\$10.75/gallon
No. 5	Powered Activated Carbon (PAC)	Jacobi Carbons, Inc.	\$3,680/ton

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: March 17, 2023

Peace River Manasota Regional Water Supply Authority

Water Treatment Chemicals 2023

Bid Opening: March 6, 2023 @ 2:00 pm

9415 Town Center Parkway, Lakewood Ranch, FL 34202

July 21, 2026 City Council Regular Session Agenda Packet

Company Name	Item No. 1 12% Sodium Hypochlorite (\$/gal) Total Bid Amount:	Item No. 2 50% Sodium Hydroxide Solution (\$/dry ton) Total Bid Amount:	Item No. 3 Copper Sulfate (\$/lb.) Total Bid Amount:	Item No. 4 Copper Sulfate Solution (\$/gal) Total Bid Amount:	Item No. 5 Powdered Activated Carbon (\$/ton) Total Bid Amount:
USILCO, LLC - NO BID					
Allied Universal Corporation	1.43	1,163.98			
Jacobi Carbons					3,680.00
TMA Water			2.25	10.25	
Thatcher Chemicals of Florida			2.25		
Calgon Activated Corporation					2,580.00
Donau Carbon US					1,980.00
Odyssey Manufacturing	1.69	1,300.00			
Univar Solutions		885.00			
Earth Science Labs				12.75	
CarbPure Technologies					2,660.00 T 4800.00 TRA
Brenntag Mid-South		894.00	2.028	14.99	
Chemical Systems of Orlando			2.347		
Calgon Carbon Corporation					2,880.00

Bids Opened By: Rachel Kersten, Agency Clerk Signature: Rachel Kersten

Witnessed By: Richard Anderson, Director of Operations Signature: Richard Anderson

July 21, 2026 City Council Regular Session Agenda Packet

Notes

- Page 175 of 232

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
WATER TREATMENT CHEMICALS**

Recommended Action - **Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.**

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on March 12, 2024.

Staff recommends the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on April 3, 2024. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	New Cost
No. 1	12% Sodium Hypochlorite	Allied Universal Corp.	\$1.56/lb.
No. 2	Copper Sulfate	Thatcher Chemical	\$2.01/lb.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: March 18, 2024

Peace River Manasota Regional Water Supply Authority
Water Treatment Chemicals 2024
Bid Opening: March 12, 2024 @ 10:00 am
9415 Town Center Parkway, Lakewood Ranch, FL 34202

[illegible]

Bids Opened By: Ann Lee, Finance & Budget Sr. Manager

Witnessed By: Cheryl Grantham, Senior Accountant

Signature _____

Signature _____

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
WATER TREATMENT CHEMICALS**

Recommended Action - **Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.**

Water Treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on March 11, 2025.

Staff recommend the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on April 2, 2025. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Aluminum Sulfate	Thatcher Chemical of Florida	\$318.87/dry ton
No. 2	19% Aqua Ammonia	Tanner Industries	\$0.9743/gallon
No. 3	Coagulant Aid (Water Treatment)	KED Group	\$1.87/lb
No. 4	Coagulant Aid (Sludge Dewatering)	CedarChem a Solenis Company	\$1.47/lb
No. 5	12% Sodium Hypochlorite	Allied Universal	\$1.64/gallon

Failure to file a protest within the time prescribed in section 120.573, Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: March 14, 2025

July 21, 2026

Company Name	Time Opened	Item No. 1 Aluminum Sulfate (\$/dry ton) Total Bid Amount:	Item No. 2 19% Aqua Ammonia (\$/gallon) Total Bid Amount:	Item No. 3 CoAg Aid: Water Treatment (\$/lb) Total Bid Amount:	Item No. 4 CoAg Aid- Sludge Dewater (\$/solution lb.) Total Bid Amount:	Item No. 5 12% Sodium Hypochlorite (\$/gal) Total Bid Amount:
Pendo	10:00 AM	no bid	no bid	no bid	no bid	no bid
Bredtag Mid-South	10:00 AM	no bid	no bid	no bid	no bid	no bid
Allied Universal	10:01 AM	no bid	no bid	no bid	no bid	\$1.64/gallon
Tanner Industries	10:03 AM	no bid	\$.9743/ gallon	no bid	no bid	no bid
Odyssey Manufacturing	10:04 AM	no bid	no bid	no bid	no bid	\$1.82/gallon
Thalmer Chemical of Florida	10:05 AM	\$318.87/dry ton	no bid	no bid	no bid	no bid
Univar	10:06 AM	no bid	no bid	no bid	no bid	no bid
C & G Chemicals	10:06 AM	\$363.98/dry ton	no bid	no bid	no bid	no bid
Chemtrade Chemicals	10:07 AM	\$495/dry ton	no bid	no bid	no bid	no bid
KED	10:08 AM	no bid	no bid	\$1.87/lb	\$1.66/lb	no bid
CedarChem a Solenis Company	10:15 AM	no bid	no bid	\$2.13/lb	\$1.47/lb	no bid

Bids Opened By: Ann Lee, Finance & Budget Sr. Manager
 Name & Title

Witnessed By: Katie Gilmore, Director of Operations
 Name & Title


 Signature

 Signature

supplier	polymer tested	polymer pump speed	sludge flow rate	price/lb	Performance Factor	Effective Cost per/lb	NOTES
CEDARCHEM LLC. Solenis	Praestol Products K122 L- NA Flocculant	10%	50%	1.47	1.00	1.47	Consistent Floc & solids with the floc getting slightly larger at the highest flow rate but not to a detriment of operation. No caking of the belts. Press ran satisfactorily.
		17%	80%				
		21%	100%				
KED	EK 44 PWG	12%	50%	1.66	1.24	2.05	Consistent Floc & solids, no caking of the belts. Press ran satisfactorily.
		20%	80%				
		28%	100%				
						0.00	
						0.00	
						0.00	

POWDERED ACTIVATED CARBON PERFORMANCE FACTORS FOR THE PEACE RIVER REGIONAL WATER SUPPLY FACILITY

As commissioned by:

Peace River/Manasota Regional Water Supply Authority

Prepared by:

Engineering Performance Solutions, LLC
3161 St. Johns Bluff Rd. Suite 3
Jacksonville, FL 32246
Phone: 904-645-7775

Report #: 19.749.0323

03.16.2023

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TABLE 1. PERFORMANCE FACTORS REQUIRED TO MEET 70% MIB REMOVAL 10



SCOPE

Engineering Performance Solutions (EPS) specializes in assisting water utilities with the selection of their treatment chemicals in addition to conducting routine water quality monitoring. One particular specialty lies in the analyses of taste- and odor-causing compounds and in this case specifically, 2-methylisoborneol (MIB) and geosmin. Activated carbon (i.e., PAC and GAC) is commonly used among water treatment facilities to remove these displeasing compounds. Although, PAC and GAC are often purchased based on indices such as iodine number, phenol value, molasses number, and tannin value, these properties however have not correlated well with performance. Therefore, this necessitates that activated carbons be selected based on testing versus specifications. These results are received through performance based testing, which is developed specifically for each utility.

With agreement between the Peace River Manasota Regional Water Supply Authority (Authority) and EPS, a proposal was authorized by the Authority on 03/06/23 to perform the following:

Evaluation of Carbons and Design of Performance Factors - The scope of the project, as defined by the Authority, was to analyze 6 PACs provided by the Authority under simulated full-scale conditions at the Peace River Water Treatment Plant. The PAC profiling work was to include both MIB and geosmin 4-point dose removal curves and resulting performance factors

BACKGROUND

The occurrence of tastes and odors in drinking water is a serious problem for water utilities in the United States and throughout the world. According to a taste and odor survey by the American Water Works Association, of 377 water utilities questioned, 43% reported both taste and odor episodes exceeding one week and 16% had serious odor problems that occurred seasonally (Suffet et al., 1996). These offensive tastes and odors in potable water may arise in the raw water supply, during the treatment process (i.e., chlorination), or from microbial growth in the distribution system. The focus of this work was on compounds that manifest tastes and odors in raw water supplies; specifically 1,2,7,7-tetramethyl-bicyclo-heptan-2-ol (2-methylisoborneol or MIB) and trans-1,10-dimethyl-trans-9-decalol (geosmin), which impart an earthy/musty odor (Herzing et al., 1977; Lalezary et al., 1986b; Pendleton et al., 1997).

Many water utilities rely on conventional water treatment methods, such as coagulation-sedimentation and rapid sand filtration, to contend with tastes and odors. However, conventional treatment and other common treatment technologies, such as air stripping and oxidation, are ineffective for removing MIB and geosmin (Lalezary et al., 1984; Lalezary et al., 1986a). Chlorine oxidation was shown to be unsuccessful in removing MIB and geosmin by Lalezary et al. (1986b). In addition, chlorine can temporarily mask the musty/earthy odors, and, in some cases, enhance

them and subsequently manifest them back in the distribution system when the chlorine residual dissipates.

Many researchers have studied methods besides conventional treatment for the removal of tastes and odors. A common method found for successfully removing these tastes and odors to acceptable concentrations is the application of activated carbon (Herzing et al., 1977; Lalezary et al., 1986a; Vik et al., 1988; Chen et al., 1997; Pendleton et al., 1997; Gillogly et al., 1998). Carbon is very effective for removing these compounds due to its high specific surface area (500 – 1800 m²/g), large adsorption capacity, high degree of surface reactivity, and porosity.

The Peace River facility currently utilizes PAC to combat taste and odors and seeks to enhance their dosage requirements by using the PAC performance based testing conducted by EPS. This surface water treatment facility receives water from the nearby Peace River, which is fed by upstream lakes (i.e., Lake Hancock and several water bodies from the Polk County area). The Authority currently has two manmade unlined off stream reservoirs (approximately 30 - 35 ft. deep) which allows for settling of the Peace River water prior to delivery into the Authority's treatment system.

METHOD

Dosing regimen of the powdered activated carbon, plant flow, chemical additions and other specifications were originally collected during a prior site visit to the Peace River Facility, as well as phone conversations and email correspondence from last year's project. Updated information for this year's project was collected via phone conversations and mail between EPS personnel and the Authority's System Operations Manager Mr. Richard Anderson.

In conducting these experiments, raw water from Reservoir 2 was collected from the effluent flume in an attempt to provide a more representative raw water sample. This sample was later chilled and shipped to EPS via overnight delivery. The water was received the next morning (03.09.2023), and was refrigerated at 4 °C. Just prior to conducting the analyses the raw water was returned to room temperature. Geosmin and MIB standards from the chemical supplier Supelco (Bellefonte, PA: part numbers 47522-U and 47523-U) were used to achieve the MIB and geosmin concentrations of interest within the raw water.

The resulting design for the project was as follows:

1. Due to the lack of historical MIB and geosmin occurrence data of the Authority's raw water source, an estimate had to be made of the concentrations that could potentially be experienced. Authority representatives thought it best to evaluate concentrations based on historical data seen at the nearby Manatee County Water Treatment Facility. It was communicated by the Authority for this report to mimic the higher

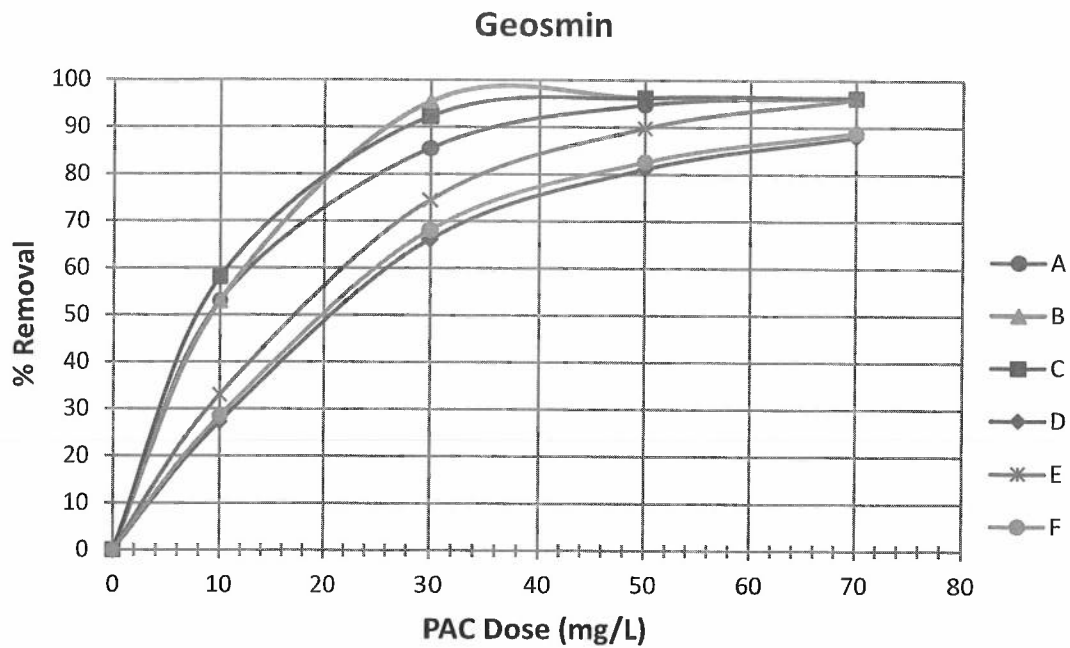
concentrations as seen by Manatee County (60 ng/L of MIB and 30 ng/L of geosmin). Both MIB and geosmin were dosed collectively for each jar test for two reasons: (1) to simulate competition between the compounds and (2) to mimic full-scale interactions where the two typically coexist in the environment. The initial concentrations of these compounds will not impact the dose removal curve of the PAC studies, as the generation of these curves is independent of starting concentration (Gilligly et al, 1998).

2. The occasional caustic soda addition prior to PAC addition had no significant discernable impact on percent removal of MIB and geosmin by PAC in previous studies; therefore it was not included in this study.
3. The jar tests were run with a contact time of 20 minutes. The procedure for the jar tests is part of the AWWA PAC Standard (AWWA B600).

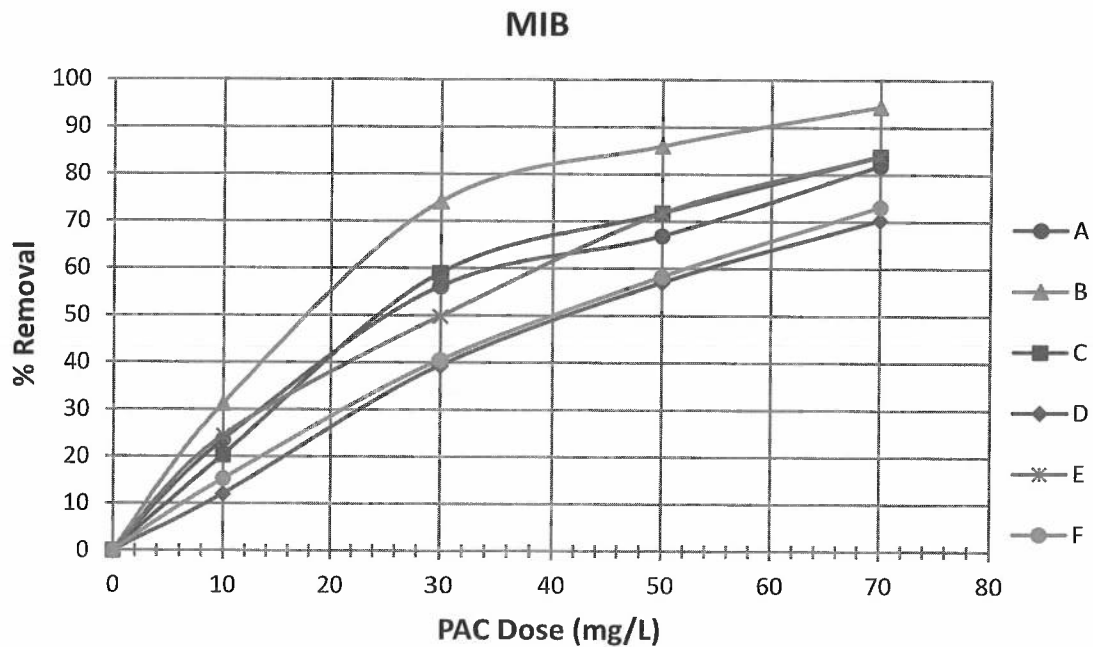
In each scenario for the Peace River facility, PAC doses of 10, 30, 50, and 70 mg/L along with a blank (i.e., no PAC added), were used to generate dose removal curves for MIB and geosmin. All samples were measured in duplicate via Solid Phase Microextraction (SPME)/Gas Chromatography/Mass Spectrometer (GC/MS) using method 6040 D of the Standard Methods for the Examination of Water and Wastewater 22nd Edition. The averaged detailed results used to generate the dose removal curves contained herein can be found in the attached quality assurance/quality control (QA/QC) report in Appendix A. For graphing purposes all results below the Minimum Reporting Limit (MRL) of 1.0 ng/L was reported at 0.99 ng/L

RESULTS

Figures 1 and 2 shown below represent the graphical results of the 6 PACs (labeled A to F) for percent removal of geosmin and MIB, respectively (Appendix B contains these very same figures only detailed and enlarged).



**Figure 1. Peace River/Manasota Regional Water Supply Facility
Geosmin Dose Removal Curve**



**Figure 2. Peace River/Manasota Regional Water Supply Facility
MIB Dose Removal Curve**

DISCUSSION

Figure 1 depicts geosmin dose removal curves for 6 PACs provided by the Authority. For the same PAC dose, the spread of performance for the 6 PACs were very diverse. All of the carbons reached 70% removal at doses less than 35 mg/L. This high success rate is not uncommon since geosmin is typically more easily removed from conventional water treatment practices versus its counterpart, MIB.

Figure 2 represents MIB dose removal curves with the same 6 PACs provided by the Authority. In this case, the curves were just as diverse as in Figure 1, and the PAC dose required to remove MIB is clearly higher. In the case of geosmin, all of the carbons achieved 70% removal at carbon doses below 32 mg/L, whereas with MIB, all of the carbons were able to remove 70% at doses below 70 mg/L.

The performance factor ranking utilized the following scenario and is discussed further in the Conclusions:

1. MIB was chosen as the primary factor over geosmin due to its persistence in the effluent versus its counterpart.
2. 70% removal of MIB was sufficient to capture the majority of the MIB with typical PAC dosages.

CONCLUSIONS

Six PACs were compared for their ability to remove MIB and geosmin (spiked to approximately 60 ng/L and 30 ng/L respectively) from Reservoir 2 raw water collected on 03.08.23. PAC doses were chosen with a contact time of 20 minutes based on previous studies (Report # 19.1.0603.Final-Amended). Dose removal curves were generated for MIB and geosmin with the Authority's raw water. With this data, performance factors were then generated to compare the PACs. These performance factors could then be used to determine a weighted PAC cost that incorporates performance and cost of the carbon.

The calculation for the performance factors are as follows:

1. The performance factor for each PAC was determined by using 70% MIB removal as the target. For instance, if the Facility required the influent concentration of 30 ng/L to be reduced to 9 ng/L which is below the OTC (Odor Threshold Concentration), this would require 70% removal.
2. Based on the figure attached in the report, construct a horizontal line across the figure at 70% removal until it intersects each PAC (Figure 3 provides an approximation of the method). At the intersection construct a vertical line down to the x-axis. Each vertical line will provide the PAC dose required to remove 70% of the MIB. EPS increased the precision of this method by

adjusting the x-axis values in Microsoft Excel and the results are shown in Table 1 below.

3. Divide the dose for each PAC that achieves the target removal (i.e., 70%) by the smallest dose of the PAC that achieves the target removal. This determines the relative performance factors. For example,

- $B = 27.25 / 27.25 = 1.00$
- $C = 41.95 / 27.25 = 1.54$

4. Finally, by multiplying the performance factor by the cost submitted by each carbon vendor, the best PAC based on performance and cost can be chosen.

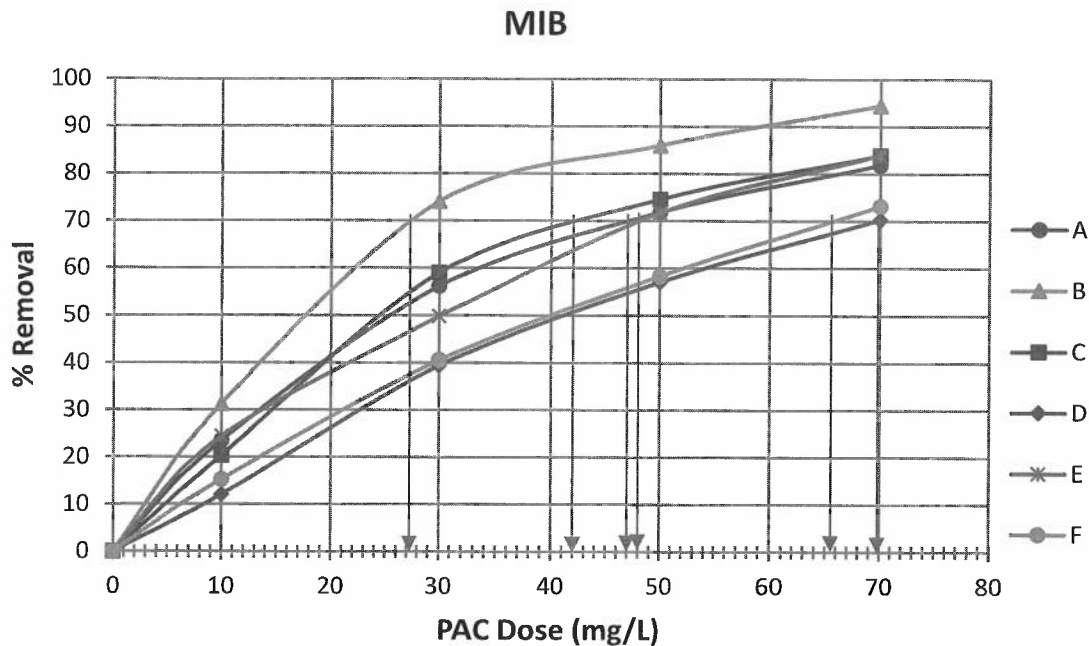


Figure 3. Example of Performance Factor Calculation at 70% MIB Removal for Peace River

Table 1. Performance Factors Required to Meet 70% MIB Removal

PAC	PAC Dose (mg/L)	Performance Factor
A	47.05	1.73
B	27.25	1.00
C	41.95	1.54
D	69.90	2.57
E	48.00	1.76
F	65.60	2.41

Note that changes in raw water quality (e.g., seasonal changes) or activated carbon quality could influence the results presented. Finally, the trends and performance depicted here are specific to the Peace River Facility only.

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APPENDIX A

QA/QC REPORT

MIB						Geosmin				
A	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	64.81	62.56	63.7	2.5	0	27.06	26.87	27.0	0.5	0
10	47.11	50.34	48.7	4.7	23.5	12.19	13.16	12.7	5.4	53.0
30	27.09	28.71	27.9	4.1	56.2	3.95	3.91	3.9	0.7	85.4
50	20.71	21.41	21.1	2.4	66.9	1.40	1.44	1.4	2.0	94.7
70	11.50	11.59	11.5	0.5	81.9	0.99	0.99	1.0	0.0	96.3
MIB						Geosmin				
B	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	64.81	62.56	63.7	2.5	0	27.06	26.87	27.0	0.5	0
10	46.45	41.08	43.8	8.7	31.3	12.25	13.12	12.7	4.8	53.0
30	15.93	17.05	16.5	4.8	74.1	1.29	1.22	1.3	3.9	95.3
50	8.36	9.49	8.9	9.0	86.0	0.99	0.99	1.0	0.0	96.3
70	3.39	3.77	3.6	7.5	94.4	0.99	0.99	1.0	0.0	96.3
MIB						Geosmin				
C	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	64.81	62.56	63.7	2.5	0	27.06	26.87	27.0	0.5	0
10	52.47	49.00	50.7	4.8	20.3	11.24	11.36	11.3	0.8	58.1
30	26.63	25.59	26.1	2.8	59.0	2.01	2.18	2.1	5.7	92.2
50	18.61	17.26	17.9	5.4	71.8	0.99	0.99	1.0	0.0	96.3
70	10.56	9.96	10.3	4.1	83.9	0.99	0.99	1.0	0.0	96.3
MIB						Geosmin				
D	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	61.35	64.36	62.9	3.4	0	24.78	25.26	25.0	1.4	0
10	56.46	54.11	55.3	3.0	12.0	18.94	17.50	18.2	5.6	27.2
30	37.30	38.94	38.1	3.1	39.4	8.04	8.92	8.5	7.3	66.1
50	25.80	28.18	27.0	6.2	57.1	4.99	4.46	4.7	7.9	81.1
70	18.48	18.83	18.7	1.3	70.3	2.97	3.04	3.0	1.6	88.0
MIB						Geosmin				
E	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	61.35	64.36	62.9	3.4	0	24.78	25.26	25.0	1.4	0
10	46.53	48.44	47.5	2.8	24.5	16.31	17.22	16.8	3.8	33.0
30	30.96	32.15	31.6	2.7	49.8	6.27	6.49	6.4	2.4	74.5
50	17.75	17.79	17.8	0.2	71.7	2.54	2.58	2.6	1.1	89.8
70	10.64	9.51	10.1	7.9	84.0	0.99	0.99	1.0	0.0	96.0
MIB						Geosmin				
F	Amount 1	Amount 2	Average (ng/L)	% RSD	MIB % Removal	Amount 1	Amount 2	Average (ng/L)	% RSD	Geosmin % Removal
Concentration (mg/L)										
0	61.35	64.36	62.9	3.4	0	24.78	25.26	25.0	1.4	0
10	51.42	55.10	53.3	4.9	15.3	17.26	18.57	17.9	5.2	28.4
30	37.24	37.50	37.4	0.5	40.5	8.07	7.88	8.0	1.7	68.1
50	25.11	27.27	26.2	5.8	58.3	4.20	4.48	4.3	4.6	82.7
70	16.63	17.13	16.9	2.1	73.1	2.79	2.77	2.8	0.5	88.9

References

Analyte	Method Reporting Limit	Target	Found	% Recovery	Control Limit
MIB (ng/L)	1.0 ng/L	5.00	5.17	103	80-120%
Geosmin (ng/L)	1.0 ng/L	5.00	4.86	97	80-120%

Analyte	Method Reporting Limit	Target	Found	% Recovery	Control Limit
MIB (ng/L)	1.0 ng/L	10.00	9.70	97	80-120%
Geosmin (ng/L)	1.0 ng/L	10.00	10.54	105	80-120%

Analyte	Method Reporting Limit	Target	Found	% Recovery	Control Limit
MIB (ng/L)	1.0 ng/L	25.00	26.05	104	80-120%
Geosmin (ng/L)	1.0 ng/L	25.00	25.25	101	80-120%

Analyte	Method Reporting Limit	Target	Found	% Recovery	Control Limit
MIB (ng/L)	1.0 ng/L	50.00	49.62	99	80-120%
Geosmin (ng/L)	1.0 ng/L	50.00	49.68	99	80-120%

Method Blanks

Analyte	Method Detection Limit	Blank Concentration
MIB (ng/L)	1.0 ng/L	<1.0
Geosmin (ng/L)	1.0 ng/L	<1.0

<Below the reporting limit

APPENDIX B

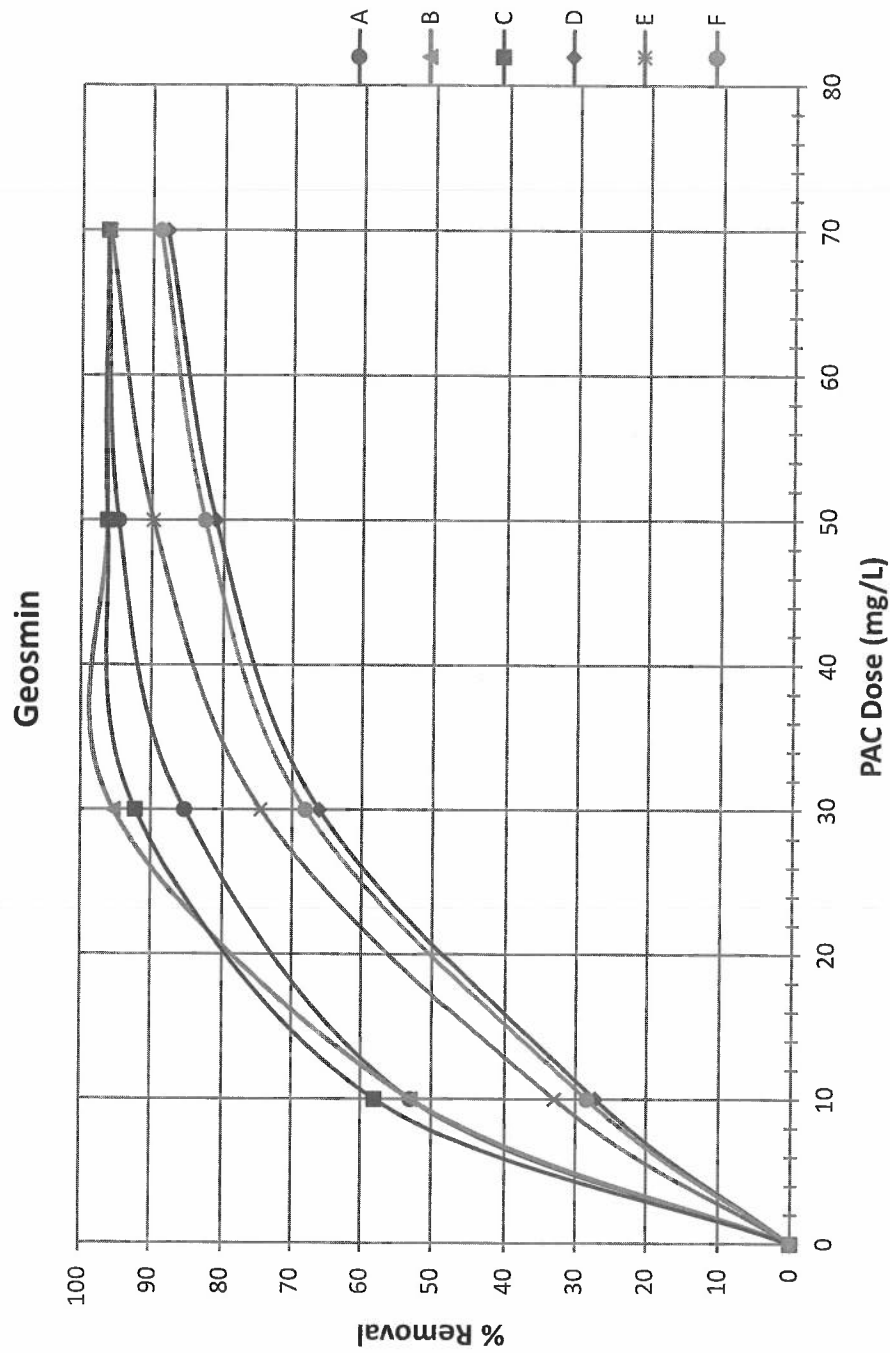


Figure 1. Peace River/Manasota Regional Water Supply Facility Geosmin Dose Removal Curve

MIB

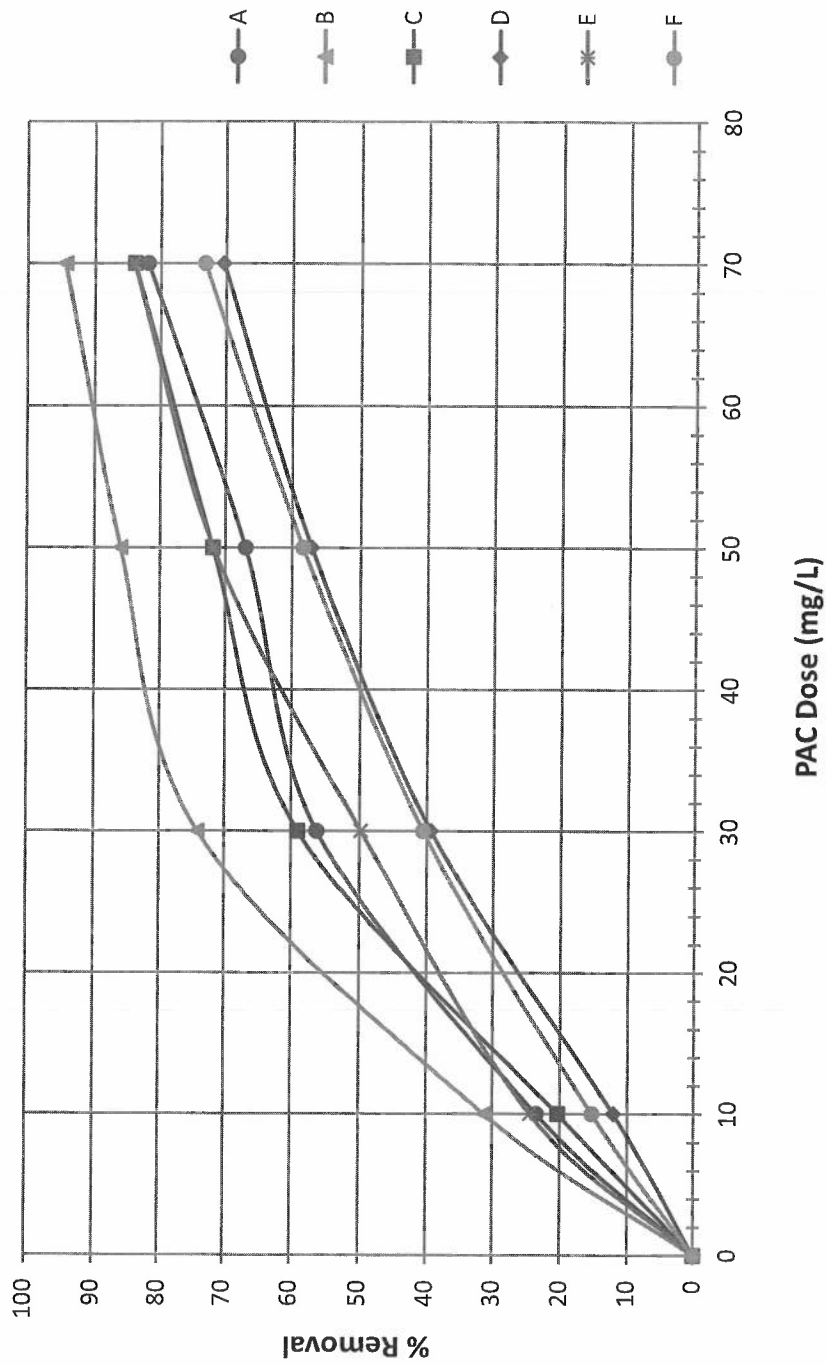


Figure 2. Peace River/Manasota Regional Water Supply Facility MIB Dose Removal Curve

Exhibit 3
City of Mount Dora
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|---|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$2,000,000</u> single limit per
occurrence |
| ☐ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

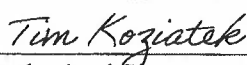
No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

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

Allied Universal Corporation	3901 NW 115th Ave.
Company 	Address
	Miami, Florida 33178
Authorized Signature	City, State, Zip Code
Tim Koziatsek V.P. of Sales	786-623-6437
Printed Name & Title	Telephone No.
timk@allieduniversal.com	
Email	Fax No.

Insurance Agency

Signature of Proposer's Agent

Exhibit 4
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Mount Dora** (the "Governmental Entity").

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Printed Name

Entity

Title

STATE OF FLORIDA

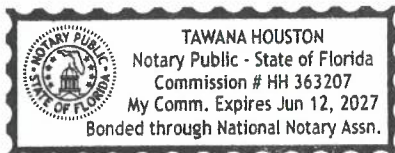
COUNTY OF

Dade

The foregoing instrument was acknowledged and sworn before me by means of ☒ physical presence or ☐ online notarization of Tim Koziatek, as Tim Koziatek of Allied Universal Corp., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced Drivers License as identification, and who did/did not take an oath this 16th day of June, 2026.

(stamp)

NOTARY PUBLIC





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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Thirty-seventh and Thirty-eighth 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-seventh and Thirty-eighth Extensions of Resolution No. 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event.

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the

health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including January 26, 2026. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2025	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026
11th	01/12/2026	01/20/2026	01/19/2026
12th	01/19/2026	01/20/2026	01/26/2026
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026

20th	03/16/2026	03/17/2026	03/23/2026
21st	03/23/2026	04/07/2026	03/30/2026
22nd	03/30/2026	04/07/2026	04/06/2026
23rd	04/06/2026	04/07/2026	04/13/2026
24th	04/13/2026	04/21/2026	04/20/2026
25th	04/20/2026	04/21/2026	04/27/2026
26th	04/27/2026	05/05/2026	05/04/2026
27th	05/04/2026	05/05/2026	05/11/2026
28th	05/11/2026	05/19/2026	05/18/2026
29th	05/18/2026	05/19/2026	05/25/2026
30th	05/25/2026	06/02/2026	06/01/2026
31st	06/01/2026	06/02/2026	06/08/2026
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
37th	07/13/2026	07/21/2026	07/20/2026
38th	07/20/2026	07/21/2026	07/27/2026

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-seventh and Thirty-eighth 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-SEVENTH EXTENSION OF RESOLUTION 2025-45
2. 07.07.2026.THIRTY-EIGHTH 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 - 7/13/2026

Approved - 7/14/2026

Approved - 7/14/2026

Approved - 7/14/2026

Approved - 7/14/2026

Final Approval - 7/14/2026

THIRTY-SEVENTH 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-seventh 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 13, 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 20, 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-EIGHTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective July 20, 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 27, 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 21, 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. 06.08.2026 City Council Budget Workshop Minutes_DRAFT
2. 07.06.2026 City Council Budget Workshop Minutes_DRAFT
3. 07.07.2026. City Council Regular Session_Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 7/14/2026



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL BUDGET
WORKSHOP MINUTES
June 8, 2026
City Hall 510 North Baker Street
Mount Dora, Florida 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order the City Council Budget Workshop in the City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, 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
Matt Dodson, Budget Officer
Jeanann Hand, City Clerk

DISCUSSION ITEMS

1. Budget Parameters and Fire Assessment

Mr. Sandersfeld introduced Budget Officer Matt Dodson, who presented the information for this meeting.

Mr. Dodson informed the Council that the budget was developed using guiding principles that included: protecting core services, maintaining fiscal discipline, preserving reserves where possible, and strategically prioritizing operating and capital expenditures. The discussion was centered on maintaining core City services while preparing for the potential financial impacts of the proposed statewide property tax amendment. Mr. Dodson presented the proposed budget theme of investing in community priorities while preparing for uncertainty surrounding future property tax revenues.

Council discussed the potential impact of the proposed constitutional amendment that would increase the homestead exemption to \$150,000 beginning in 2027 and \$250,000 beginning in 2028. Staff advised that, if approved by voters, the amendment could reduce the City's ad valorem revenue by approximately 33 percent in Fiscal Year 2027–2028 and approximately 53 percent the following year. Staff also noted that the proposal would reduce the commercial property assessment cap from 10 percent to 5 percent, further affecting both the City and the Community Redevelopment Agency.

Council discussed the importance of educating residents regarding the role property taxes play in funding municipal services, including police, fire, emergency medical services, infrastructure, parks, debt obligations, retirement costs, and other governmental operations.

Mr. Dodson reviewed the assumptions used in preparing the proposed budget. This included position budgeting and allocation of indirect administrative costs. Healthcare insurance projections were expected to remain generally stable, with a projected 7% increase in clinic costs. Property, casualty, and workers' compensation insurance increases were estimated between 1.8 and 2 percent.

Mr. Dodson presented information explaining the difference between taxes and charges for service.

The preliminary property tax roll showed the total taxable value increased approximately 9.98%. The increase generated approximately \$1.274 million in additional ad valorem revenue under current assumptions.

Council also reviewed the City's historical millage rates, noting that the City had operated at the rollback rate for several years before restoring the millage rate to pre-pandemic levels to address capital needs, staffing, and infrastructure investments.

Council and staff discussed the need to be proactive in identifying potential reductions should the property tax amendment be approved. Potential areas discussed included: garbage collection, facility maintenance, library services and community events.

Staff suggested that the appropriate response at this time is to build the FY 2026-27 Budget with discipline.

Council discussed the importance of educating residents regarding the role property taxes play in funding municipal services including police, fire, emergency medical services, infrastructure and parks.

Mr. Dodson stated that a future workshop dedicated solely to the budget reductions and alternative revenue sources might be necessary.

Mr. Dodson presented a slide show showing the impact of FY 25-26 and proposed FY 26-27 taxes on the average resident. Proposed numbers indicate an increase of \$41.

Council reviewed the assessment methodology for residential and commercial properties and requested additional information regarding assessments for larger commercial developments.

Mr. Dodson presented slides showing a sample of the Lake County Notice of Proposed Property Taxes and Property Change in Values which showed increases in Countywide and City Taxable Values.

Mr. Dodson then presented the proposed Fire Assessment budget. The Fire Budget consisted of four distinct funds: General Fund Fire Protection, Fire Impact, Fire Assessment and the 2018 Fire Assessment Bond. The General Fund Fire Protection budget will be discussed in detail during the July 20th Governmental Funds workshop.

The proposal is for the residential fire assessment fee to remain unchanged at \$239 per dwelling unit. The assessment is projected to generate approximately \$2.37 million in revenue and fire impact fees are expected to generate approximately \$140,000. Mr. Dodson stated remaining revenues will support fire department operations through transfers to the General Fund.

Mr. Dodson will provide Council with a comparison of the fire assessment for Bristol Lakes under both residential and commercial classifications. Additionally, information regarding fire assessment charges for major commercial properties and other potential revenue sources available to the City will also be provided.

Mr. Dodson will prepare a detailed allocation of Fire Assessment revenues, including debt service, General Fund transfers, administrative costs, professional services, and capital expenditures, for the July budget workshop.

The June 16th City Council agenda will have the Preliminary Fire Assessment Fee Resolution.

Staff will prepare an alternate Fiscal Year 2026-2027 budget scenario assuming approval of the November property tax amendment, to be presented at the July budget workshop. This will include recommended service reductions as well as potential fee increases.

Council requested staff acquire guidance from the Florida League of Cities regarding permissible communications concerning the proposed November property tax amendment.

Council and staff discussed developing a prioritized list of municipal services and programs that would be reduced or eliminated under lower revenue scenarios.

Council reiterated the importance of maintaining service levels whenever possible while preparing contingency plans should significant property tax reductions occur.

Mr. Dodson reviewed dates for upcoming meetings, workshops and public hearings. Final budget dates in September were also reviewed.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:08 p.m.

JAMES HOMICH, MAYOR
CITY OF MOUNT DORA

JEANANN HAND, CITY CLERK

DRAFT



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
BUDGET WORKSHOP MINUTES
July 7, 2026
City Hall 510 North Baker Street
Mount Dora, Florida 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order the City Council Budget Workshop in the City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich. The Mayor advised that the workshop would have a 7:30 p.m. hard stop and that any unfinished items could be continued to a future meeting.

ROLL CALL

Members Present

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

Also Present

Vince Sandersfeld, City Manager
Matt Dodson, Budget Officer
Jeanann Hand, City Clerk

Members Not Present

Marc Crail, District 4

DISCUSSION ITEM

1. Capital Outlay, Capital Improvement Program (CIP), and Enterprise Funds

Budget Officer Matt Dodson introduced the Fiscal Year 2026–2027 budget discussion, which focused on capital outlays, capital planning, enterprise funds, utility rates, and utility customer growth.

Mr. Dodson advised that the proposed budget was being developed conservatively due to uncertainty surrounding potential changes to property tax exemptions. The next budget workshop was scheduled to focus primarily on the General Fund and other significant budget issues.

The distinction between capital outlays and capital improvements was reviewed. Capital outlays generally include equipment, machinery, and other tangible assets with a useful life greater than one year and a value exceeding \$5,000.

Proposed capital requests included vehicles, equipment, facility improvements, security systems, utility infrastructure, and public safety equipment.

Mr. Dodson reviewed proposed capital purchases supported by the General Fund, Infrastructure Sales Tax Fund, and Fire Assessment Fund.

Items discussed included: parks equipment and improvements, Police Department vehicles, a Public Works vehicle, replacement of the Community Building HVAC system, mobile lighting for equipment for public safety, emergency response and special events and Fire Department equipment.

Council was advised that the Community Building HVAC system is experiencing operational difficulties and should be replaced.

Council requested that staff determine the age of the existing HVAC system and continue evaluating grant opportunities that could offset the replacement cost.

Mr. Dodson discussed proposed utility vehicle replacements as several vehicles had reached an age or condition that made continued operation and standardization difficult.

He emphasized the importance of maintaining a consistent fleet replacement schedule to avoid larger future expenses caused by delaying multiple replacements.

Council also discussed the proposed expansion and replacement of security cameras.

Mr. Dodson presented portions of the five-year capital plan, including facility roof replacements, HVAC projects, vehicle replacements, utility improvements, and other scheduled projects.

Council discussed the proposed Fourth Avenue Docks reconstruction project. Staff advised that the project remained in the conceptual and planning stage. The City has applied for grant funding to assist with the project.

Mr. Dodson emphasized the importance of outside funding and grants, particularly in light of potential future impacts to property tax revenues.

Proposed projects supported by the Infrastructure Sales Tax Fund were discussed. These projects include sidewalk improvements, street resurfacing, facility improvements, Community Building HVAC replacement, and partial replacement of the Public Library roof.

Council questioned whether the Public Library roof project could be funded through the General Fund rather than the Infrastructure Sales Tax Fund. Mr. Dodson agreed to evaluate the most appropriate funding source.

Staff discussed the proposed Public Works Building retention pond project that was developed in response to permitting concerns, facility needs and prior flooding events.

Enterprise Funds

The Electric Fund was reviewed, including substation repairs, system maintenance and implementation of the Advanced Metering Infrastructure project.

Electric rates are reviewed twice each year while a comprehensive electric rate study is completed every three years, with an industry-based inflationary adjustment used during intervening years.

The proposed Electric Fund capital program totaled approximately \$622,000.

The Water/Wastewater Fund was presented with a budget of approximately \$18.8 million, which includes: operating expenses, personnel costs, administrative service allocations, debt service, capital transfers, insurance, and payment in lieu of taxes.

The proposed rate adjustment for water and wastewater services is 6.5 percent.

The Sanitation Fund's revenues and expenditures were reviewed.

A 2.56 percent sanitation rate adjustment was discussed and Council questioned whether the proposed rate adjustment could take effect on October 1 or whether billing requirements would require implementation on January 1.

Council requested a review of the billing cycle and rate structure.

The expiration of the current waste collection contract was also discussed and Council advised staff to begin the procurement process in advance to allow for adequate time to evaluate alternative services.

The Stormwater Fund was reviewed with a proposed \$6 rate increase to support repairs, improvements, maintenance, and future projects.

Council was informed the City's rate consultant, Raftelis, will present the completed stormwater rate sufficiency study at the next Council meeting.

Council discussed the Pine Avenue flooding issues and recommended staff continue to work with the City's engineering consultant to develop a master plan and preliminary design based on updated flood modeling.

Mr. Dodson reported continued growth in the City's utility customer base and explained the difference between Power Cost and Base Rate.

Council discussed the combined effect of the proposed electric, water, sanitation, and stormwater rate adjustments on residents.

Staff was directed to calculate the estimated average monthly increase for a typical utility customer so that Council could clearly communicate the anticipated impact to the public.

The Enterprise Fund was also reviewed and Council was advised that the proposed enterprise budgets were balanced.

Council inquired about the City's reserve levels.

Mr. Dodson stated that reserves are reviewed regularly and opportunities to increase reserve balances would continue to be evaluated throughout the budget process.

Council discussed the potential acquisition, restoration, maintenance, and future use of Witherspoon Lodge and advised staff to pursue historic preservation and other grant opportunities once the City acquires the property.

Mr. Dodson reviewed dates for upcoming meetings, workshops and public hearings. Final budget dates in September were also reviewed.

Closing Discussion

Council thanked the Finance Department, City administration, department directors, and staff for their work in preparing the proposed budget and capital improvement program.

ADJOURNMENT

There being no further business, the workshop was adjourned at 7:30 p.m.

JAMES HOMICH, MAYOR
CITY OF MOUNT DORA

JEANANN HAND, CITY CLERK



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
Mount Dora City Hall
510 North Baker Street, Mount Dora, Florida 32757
July 7, 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
Nate Walker, District 5
Doug Bryant, At-large

Also Present

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

Members Not Present

Marc Crail, District 4

PRESENTATIONS

1. Proclamation Parks and Recreation Month

The Mayor proclaimed July 2026 as Parks and Recreation Month in the City of Mount Dora. Staff recognized the Parks and Recreation Department for its continued commitment to providing recreational programs, maintaining parks and facilities, and serving the community throughout the summer.

PUBLIC COMMENT

Mayor Homich opened public comment.

David Williamson, 41634 Gray Heron Lane, spoke about his bid to be a Lake County Commissioner.

Mandy Richardson, 30313 Gidran Terrace, spoke about regional odor issues.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Ratification of the Mount Dora Fire Department's application for the FEMA Fire Prevention and Safety Grant
2. Request Approval of Memorandum of Understanding for the School Resource Officer Program between the Mount Dora Christian Academy and the City of Mount Dora
3. Request Approval of Requisition No. 26-3776 for the Purchase of Four Ford Maverick Vehicles from Duval Ford
4. 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
5. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

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

The City Council considered an agreement between the City and Mount Dora Utilities to comply with federal and state Lead and Copper Rule requirements.

Staff explained the City's ongoing efforts to identify service line materials, implement predictive modeling, and provide an online reporting dashboard for residents.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND 120WATER RELATED TO LEAD AND COPPER COMPLIANCE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

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

The City Council considered an agreement with D. E. Scorpio Corporation to provide Construction Manager at Risk services for the renovation and expansion of Fire Station No. 34.

Staff explained the project funding and clarified the difference between the budgeted amount and current expenditures.

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

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE AGREEMENT WITH D.E. SCORPIO CORPORATION FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR FIRE STATION NO. 34 (DONNELLY STREET) ADMINISTRATION BUILDING AND ALTERATIONS; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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

Mr. Brackins read Resolution No. 2026-20 by title only.

RESOLUTION NO. 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 SAVINGS CLAUSE; PROVIDING FOR CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Council considered Resolution No. 2026-20 authorizing the release and termination of a temporary utility easement associated with 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 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.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2026-20 RELEASING AND TERMINATING A TEMPORARY UTILITY EASEMENT WITH ONE OAK MD GROVES, LLC; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

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

Mr. Brackins read Resolution No. 2026-21 by title only.

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.

The Council considered Resolution No. 2026-21 authorizing submission of a Cultural Facilities Grant application for improvements to Evans Park.

Staff explained the proposed improvements, including restroom facilities and a performance stage.

Mayor Homich opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about the consequences of applying for grants.

Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2026-21, APPLYING FOR THE CULTURAL FACILITIES GRANT; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

DISCUSSION ITEMS

1. Joint Planning Area (JPA)

The Council held an extensive discussion regarding the proposed Joint Planning Area Agreement with Lake County. Council and staff discussed the JPA revision attached to the agenda item. Council and staff reviewed various sections of the document, discussing the appropriateness of the proposed language.

Topics included protection of the City's authority over utilities and future development, elimination of Planned Unit Development (PUD) Future Land Use provisions, Wolf Branch Innovation District provisions, historical issues associated with Sullivan Ridge and Stoneybrook developments, the importance of preserving the City's negotiating position and ensuring the agreement clearly protects municipal interests, due diligence during contract negotiations, potential revisions to Sections 4(c) and 4(f), and scheduling additional negotiations with Lake County.

Council generally agreed additional negotiations were necessary before bringing a revised agreement back for consideration. Council was in favor of a workshop with Mr. Brackins present.

PRIORITY PROJECT UPDATES

1. Landfill Litigation

Councilmember Rolfson confirmed Council consensus to follow Mr. Brackins's suggestions for moving forward.

2. Witherspoon Lodge

Mr. Brackins spoke about litigation actions related to this topic. The Council discussed settlement negotiations, eminent domain considerations, and coordination with Lake County while recognizing the confidential nature of ongoing legal negotiations.

CITY MANAGER'S REPORT

1. The Florida League of Cities Voting Delegate Appointment Request

A consensus of Council designated Councilmember Rolfson to be the Council's Voting Delegate at the 2026 Florida League of Cities (FLC) Annual Conference.

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

Assistant City Manager Steve Langley will be Acting City Manager while Mr. Sandersfeld attends the FLC Annual Conference.

3. FY 2024-25 Audit Status Update - Informational

An audit communication letter was included in the agenda packet.

COMMUNICATIONS AND REPORTS

Council received a report on recent Florida League of Cities advocacy meetings in Washington, D.C., including discussions on FEMA funding, federal grant opportunities, infrastructure funding, transportation priorities, and efforts to simplify federal grant processes.

Council recognized staff for the successful Fourth of July activities and discussed future community engagement opportunities, including Freebee transportation services, community movie nights, sporting event watch parties, and the potential purchase of a portable outdoor viewing screen.

Council also discussed mandated budget expenditures, preparation for upcoming budget workshops, potential employee housing assistance programs for public safety personnel, and the feasibility of a VA-style homeownership assistance program to support recruitment and retention.

Additional discussion included Metropolitan Planning Organization (MPO) transportation priorities, Norfolk Island Pine removal procedures, public education regarding animals left in hot vehicles, the status of the Fiscal Year 2024–2025 audit, and recruitment of additional Northeast CRA Advisory Board members.

ADJOURNMENT

There being no further business, the meeting adjourned at approximately 8:17 p.m.

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

JEANANN HAND, City Clerk

DRAFT



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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2026-08**, Approving Maximum Millage Rate for Fiscal Year 2026-2027 Budget

Introduction:

This is a request for the City Council to adopt Resolution No. 2026-08, Maximum Millage Rate for the Fiscal Year 2026-2027 Budget.

Discussion:

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, Florida Statutes, City Council must authorize the advertisement for the proposed maximum millage rate for the upcoming budget year and establish the required public hearing dates in September.

The proposed maximum millage rate becomes the ceiling millage rate that the City Council may consider during the budget adoption process. The City Council may subsequently adopt a lower millage rate, as has occurred in prior years. However, it may not adopt a higher rate without re-notification and an additional public hearing, which would result in additional cost. Advertising a proposed maximum millage rate of 6.5000 mills preserves the City Council's flexibility while the City continues to evaluate operating needs, capital obligations, reserve requirements, and the potential impact on taxpayers. This action does not finalize or adopt the millage rate. The final millage rate will be established only after public hearings are held in accordance with the TRIM timetable.

The current Fiscal Year 2025-2026 operating millage rate is 6.3000 mills per \$1,000 of assessed taxable value. The Fiscal Year 2026-2027 gross taxable value for operating purposes, inclusive of new construction and annexations, is \$2,392,258,476 as certified by the Lake County Property Appraiser. The rolled-back millage rate is 5.9985 mills per \$1,000 of assessed taxable value, as calculated on Form DR-420. The rolled-back rate is the millage rate that would generate approximately the same amount of ad valorem tax revenue as the prior year when applied to the current year's tax base, excluding new construction and certain other adjustments.

The rolled-back rate is an important statutory benchmark. It is intended to help protect property owners from sudden tax burdens caused by rising taxable values, prevent unintended revenue windfalls to local governments when property values increase, and maintain competitive economic conditions by clearly identifying when a proposed rate exceeds the revenue-neutral benchmark. The proposed maximum millage rate of 6.5000 mills is approximately 8.36% more than the calculated rolled-back rate. This comparison is required for TRIM purposes and does not by itself determine the final millage rate.

Staff will continue refining the Fiscal Year 2026-2027 budget for Council's consideration. The final recommendation should balance taxpayer impact with the City's need to maintain essential services, address capital and infrastructure obligations, and preserve adequate reserves in light of pending uncertainty regarding future property tax exemptions and potential impacts on General Fund revenues.

The public hearings for millage and budget consideration would be as follows:

1st Public Hearing: Thursday, September 3, 2026 (Special Meeting)

2nd Public Hearing: Tuesday, September 15, 2026

All public hearings will take place at 6:00 PM in the City Hall Council Chamber, located at 510 N. Baker Street, Mount Dora, Florida 32757.

Budget Impact:

This action establishes the maximum millage rate to be advertised on the TRIM Notice for Fiscal Year 2026-2027. It does not adopt the final millage rate or impose a tax levy. The final budget and millage rate will be determined after the required public hearings and may be adopted at or below the advertised maximum rate.

Strategic Impact:

Fiscal Sustainability

This item supports the City's long-term financial sustainability by preserving Council's ability to evaluate service levels, capital needs, reserve requirements, and taxpayer impact before final budget adoption.

Recommendation:

City Council to adopt Resolution No. 2026-08, approving the proposed maximum millage rate for Fiscal Year 2026-2027 and establishing the public hearing dates, time, and location for final millage and budget adoption.

Attachment(s):

1. Resolution 2026-08 - Maximum Millage Rate 2026-2027

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

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

Approved - 7/6/2026
Approved - 7/6/2026
Approved - 7/13/2026
Approved - 7/13/2026
Final Approval - 7/14/2026

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.5000 MILLS FOR FISCAL YEAR 2026-27; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, *Florida Statutes*, the City of Mount Dora (the "City") is required to establish the millage rate which is to be levied against the taxing entities for which the City is the taxing authority by resolution approved by the City Council; and

WHEREAS, Section 200.065, *Florida Statutes*, further requires that said resolution state the percentage, if any, by which the proposed millage rate exceeds the rolled-back millage rate; and

WHEREAS, the Lake County Property Appraiser has certified the gross taxable value of property within the City as \$2,392,258,476.00 and has certified a rolled-back rate of 5.9985 per \$1,000 of taxable value for the City; and

WHEREAS, on July 21, 2026, the City conducted a public hearing to consider adoption of the proposed millage rate for Fiscal Year 2026-27, in accordance with Section 200.065, *Florida Statutes*; and

WHEREAS, the proposed millage rate to be levied by the City for Fiscal Year 2026-27, together with the percentage increase of the proposed millage rate over the rolled-back rate, as set forth in Section 2 below, has been publicly announced in accordance with Florida law; and

WHEREAS, following review of the proposed budget as submitted, the City has determined that a millage rate of 6.5000 mills is necessary to produce the revenue needed to fund the Fiscal Year 2026-27 budget.

NOW, THEREFORE, be it resolved by the City Council for the City of Mount Dora, Florida, as follows:

SECTION 1. Legislative Findings and Intent. The City has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Proposed Levy of Ad Valorem Taxes and Percentage Increase. The City hereby proposes to levy the millage rates specified below and does hereby state the percentage, if any, by which the proposed millage rate exceeds the rolled-back millage rate, as follows:

Taxing Entity	Proposed Millage Rate	Rolled-Back Millage Rate	Percentage Increase Over the Rolled-Back Rate
General Fund	6.5000 Mills	5.9985 Mills	8.36%

SECTION 3. Public Hearing Schedule for Budget Adoption. The public hearings for adoption of the Fiscal Year 2026-27 budget will be held in the City Council Chambers at 510 N. Baker Street, Mount Dora, Florida 32757 on the following dates:

Thursday, September 3, 2026, at 6:00 p.m.

Tuesday, September 15, 2026, at 6:00 p.m.

Interested parties may appear and participate in the budget adoption process.

SECTION 4. Certified Copies. Certified Copies of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Lake County, Florida.

SECTION 5. Savings Clause. All prior actions of the City pertaining to the adoption of the proposed millage rate for the Fiscal Year 2026-27 budget, as well as any matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 without further action of the City Council.

SECTION 7. Conflicts. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 8. Severability. If any word, phrase, sentence, or section of this Resolution be held by a court of competent jurisdiction to be invalid, unlawful, or unconstitutional, then that word, phrase, sentence, and/or section so held shall be severed from this Resolution and all remaining words, phrases, sentences, and sections shall remain in full force and effect.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of July 2026.

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk



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

DATE: July 21, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora in activities related to the legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status of current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the June 2026 Monthly Report.

Budget Impact:

Lobbyist Activities are funded in GL account 421-1910-536.31-11

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

STRATEGIC INITIATIVE 5:

Invest in Fiscal and Human Resources; Building a resilient foundation for enhanced financial performance and organizational excellence.

Goal 13

Identify and seek alternative funding sources.

Recommendation:

Informational Item.

Attachment(s):

1. Mount Dora June 2026 Report

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 7/7/2026

June 29, 2026

**City of Mount Dora
June Activity Report**

Communications

- Provided updates on the Property Tax Special Session
- Corresponded with Senator Truenow and Representative Cobb regarding Mount Dora's appropriations project
- Conducted outreach to the Governor's Office of Policy and Budget (OPB) to advocate for Mount Dora's appropriations request.

Next Steps

- Continue to monitor and share relevant grant opportunities
- Fall 2026- Begin development of 2027 legislative priorities

Ryan Matthews/Angela Drzewiecki