



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, July 14, 2015**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Volunteer Service Presentation

Annual Police Report Presentation

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes

Consider request to approve minutes of the February 24, 2015 and March 10, 2015 Regular Council meeting; and the February 26, 2015 and March 23, 2015 Special Council meeting.

Item No. 2 - Surplus Request

Consider request to declare surplus end of life inventory as surplus from Fire, Environmental Services, Parks and Recreation, and Public Works Departments and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Contract Award

Consider request to piggyback the City of Orlando contract with Altair Environmental Group, LLC and B&D Waterblasting Company, Inc. d/b/a B&D Enterprises to provide sewer cleaning and inspection.

Item No. 4 - Contract Award

Consider request to piggyback the City of Orlando contract with Rush Truck Center of Florida to provide vehicle repair services including garbage and fire trucks.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, July 14, 2015

- | | |
|-----------------------------|--|
| Item No. 5 - Contract Award | Consider request to piggyback Volusia County B.C.C. contract with Cintas Corporation No. 2 to provide uniform rental/lease services. |
| Item No. 6 - Bid Award | Consider approval of bid award to Jordan Brothers Construction, LLC to provide stormwater improvements to Linden Street and Lake Avenue in the amount of \$518,006.30 and contingency cost of \$51,800. |
| Item No. 7 - Bid Award | Consider approval of bid award to Innovative Construction & Engineering LLC to provide exterior renovation of historical Kern House and Cooper Library and a budget amendment in the amount of \$17,220. |
| Item No. 8 - Event Request | Consider Event and Road Closure Request to allow the Clermont Downtown Partnership to host a monthly car show on the second Saturday of every month in Downtown Clermont. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 9 - Hancock Park Grant Request | Tourist Development Council Discussion |
|---|--|

NEW BUSINESS

- | | |
|--|--|
| Item No. 10 - Lien Release
<i>Belgian Capital/South Lake Medical Arts Center</i> | Consider request for a reduction of the fine to \$3,000 and release of the lien. |
| Item No. 11 - Variance Request
<i>Sundar Investments</i> | Consider a variance request to allow for a rear yard setback of 20 feet, located at 4444 Harts Cove Way. |
| Item No. 12 - Ordinance No. 2015-66; <i>Introduction Thompson/Mirror Lake</i> | Consider introduction of Ordinance to close unused right-of-way for Thompson/Mirror Lake property. |
| Item No. 13 - Ordinance No. 2015-67; <i>Introduction Thompson/Citrus Tower Centre</i> | Consider introduction of Ordinance to close easement for the Citrus Tower Centre property. |
| Item No. 14 - Ordinance No. 2015-69; <i>Introduction Citrus Tower Blvd. & Hooks Street</i> | Consider introduction of Ordinance to rezone property from Urban Estate to C-2 General Commercial. |

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, July 14, 2015**

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such 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 based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

The Clermont City Council met in a regular meeting on Tuesday, February 24, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray, City Attorney Oyewale and City Clerk Ackroyd.

INVOCATION

Pastor Danny Hartzog gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Ackroyd read the Irish American Heritage Month proclamation aloud.

PRESENTATIONS

2014 Plant Operations Excellence Award

Environmental Services Director Kinzler presented the 2014 Plant Operations Excellence Award. The awards are presented each year to recognize water and wastewater facilities that demonstrate excellence in operation, maintenance, innovative treatment, waste reduction, pollution preventions, recycling, and other special achievements. The City of Clermont East Water System received the Plant Operations Excellence Award from the Department of Environmental Protection for the third year in a row. Special recognition was given to Bob Reed, Duane Lamb, Steve Berry, Rick Laney, Jay Buttram, and Jessie DelValle.

Mayor Ash extended her appreciation to staff.

PUBLIC COMMENTS

Jim Purvis complimented the Police Department and Fire Department for having a successful fundraiser at Family Christian Center.

REPORTS

City Manager Gray announced there would be a Special Council Meeting on February 26 at 6:30pm. The Cemex sand mine hearing before the Lake County Board of County Commissioners was postponed to March 24 at 1:30pm. The Florida Legislature adopted an Ethics Training requirement for elected officials and the Florida League of Cities will hold a training session in Tavares on March 13 from 10am until 3pm.

City Attorney Oyewale suggested Council inform City Attorney Mantzaris if his office should provide the Ethics Training. The benefit of City Attorney Mantzaris providing the session was the training would be more specific to City issues.

Council agreed City Attorney Mantzaris would provide the training. City Manager Gray will coordinate the training session with City Attorney Mantzaris.

Council Member Bates attended the legislative meetings during Lake County Days in Tallahassee and participated in a session to request funding for the Lake County Water Initiative.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

Council Member Goodgame reported on the large attendance for the Sally and James Townsend play. Susan Goldfuss; Metropolitan Planning Organization Executive Secretary, passed away and a memorial service will be at the Tavares Civic Center on February 25 at 2pm. The South Lake Trail dedication will be held February 26 at 9:30am, parking will be available at Lake Hiawatha Preserve.

Council Member Mullins commented the Farmers Market has 90 vendors every Sunday. He reported Music on Montrose will be held Friday, March 6.

Council Member Travis reported South Lake County was awarded the Florida Bicycle Association's Community of the Year award.

Mayor Ash attended the chili cook off and tug of war between the Clermont Fire Department and Clermont Police Department. The Fire Department won the tug of war and the Police Department won the chili cook-off. She attended the Black Achievement Awards and the Rotary Club Anniversary events.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes

Consider request to approve minutes of the October 28, 2014 Regular Council meeting.

Item No. 2 – Contract and Budget Amendment

Consider request to piggyback City of Lakeland contract with Bartow Ford to replace one police vehicle and a budget amendment in the amount of \$35,000.

Item No. 3 – Contract Award

Consider request to piggyback the City of St. Petersburg contract with Layne Inliner, LLC. to provide sanitary sewer cleaning services.

Item No. 4 – Bid Award

Consider approval of Request for Proposals award to Affordable Lock & Security Solutions to provide all labor, material and equipment necessary for security cameras on an as-needed basis.

Item No. 5 – Utility Service Agreement

Consider request for water service to a single family home owned by the Yahmom Investment Corp.

Item No. 6 – Interlocal Agreement

Consider approval of Interlocal Agreement between the City of Clermont and Lake County for use and reimbursement of State funds for the South Lake Regional Water Initiative Group's Regional Water Planning Study.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

Item No. 7 – Interlocal Agreement

Consider approval of Interlocal Agreement for a consultant to oversee water supply and infrastructure studies for the South Lake Regional Water Initiative Group.

Item No. 8 – Easement Agreement

Consider approval of easement to Duke Energy for the underground power lines required for Lake Hiawatha 1B construction.

Item No. 9 – Resolution No. 2015-05

Consider request to approve agreement with the Florida Department of Transportation for landscape maintenance related to the State Road 50 and US Highway 27 improvements.

Item No. 10 – Event Request

Consider approval of Downtown Clermont Merchants “Vintage Market” event request and road closure in Downtown Clermont.

Item No. 11 – Event Request

Consider “Taste of Caribbean & Jerk Festival” event request from the Caribbean American Association of Lake County to include alcohol sales and South Lake Trail closure.

Council Member Goodgame moved to approve the Consent Agenda as submitted; seconded by Council Member Mullins. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 12 – Waterfront Splash Pad

Recreation Director Teske reported the splash pad ribbon cutting will be held on March 14 at 11am during Pig On The Pond. The official opening is the first day of Spring Break, Friday, March 27.

During the months of March, April, May, September and October, the splash pad will be open Monday through Thursday from 11am to 6pm; Friday through Sunday and holidays the hours of operation will be from 10am to 5pm. Group rentals Friday through Sunday and holidays will be available from 5pm to 7pm.

During the months of June, July, and August, the splash pad will be open Monday through Thursday from 10am to 7pm; Friday through Sunday and holidays the hours of operation will be from 10am to 5pm. Group rentals Friday through Sunday and holidays will be available from 5pm to 7pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

The proposed fees were \$2 per person for general admission, and a group rental fee of \$125 for Clermont residents and \$160 for non-residents.

Seven proposed part-time positions were requested for collecting fees, enforcing rules, general maintenance, and providing general first aid.

Staff requested approval of the Waterfront Splash Pad operation dates, times, fees, and part-time staff.

Council Member Travis questioned why the general admission fee for non-residents was the same as residents. Recreation Director Teske stated verification of residency was not accessible for general admission. The group rentals are booked in advance, allowing staff to verify residency prior to use of the facility.

Council Member Goodgame inquired what the general admission fee Tavares charged. Recreation Director Teske stated Tavares charges \$2 and does not offer group rentals.

Council Member Mullins asked if parking fees would be reinstated at Waterfront Park. City Manager Gray stated costs to enforce parking fees exceeded collections.

Council Member Bates inquired about the maximum occupancy rate. Recreation Director Teske stated the maximum occupancy rate was 74 patrons.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

Council Member Goodgame moved for approval of the water splash pad dates, fees, times, and staff; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 13 – Resolution No. 2015-04

City Clerk Ackroyd read Resolution 2015-04 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district.

Senior Planner Kruse presented the request for a self-service ice vending machine in the C-2 General Commercial zoning district at 1 Westgate Plaza. The ice machine area will be 6 feet by 11 feet and the height of the unit will not exceed 10 feet. The applicant has agreed to update the parking stalls and install additional landscaping. Planning and Zoning Commission recommended approval of the Conditional Use Permit. Staff recommended approval of the Conditional Use Permit.

Mike Latham; Gatorsketch Architects, and Tracy Waalewyn; applicant, were present to answer any questions.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

Council Member Mullins supported the request.

Council Member Travis expressed concern regarding the aesthetical view from Highway 50.

Mayor Ash suggested concealing the view of the ice machine from Highway 50.

Council Member Bates inquired what color would be used for the awning. Mr. Waalewyn responded the awning would be blue.

Council Member Goodgame suggested turning the ice machine so the rear of the machine was shielded from Highway 50. Tracy Waalewyn commented the machine could be turned and portions could be screened.

Mike Latham commented a condition of the Conditional Use Permit could include screening the machine and moving the machine to the back corner, as long as traffic flow and parking would not be impeded.

Council Member Travis expressed concern regarding vandalism. Mr. Waalewyn commented the proposal includes state of the art lighting under the canopy, an alarm system, and four cameras.

Council Member Goodgame suggested changing the color. Tracy Waalewyn commented the ice machine was branded white and blue; however the machine could be painted another color.

Mayor Ash suggested postponing the request to provide the applicant an opportunity to address Council concerns and suggestions.

Council Member Goodgame moved to table Item 13 to March 10; seconded by Council Member Mullins. The motion passed 4 to 1 with Mayor Ash opposing.

Item No. 14 – Resolution No. 2015-06

City Clerk Ackroyd read Resolution 2015-06 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, electing to use the uniform method of collecting non-ad valorem assessments for more than one year levied in Clermont, Florida; stating a need for such levy; providing for the mailing of this Resolution; and providing an effective date.

Finance Director VanZile provided information on a proposed fire assessment fee. The Resolution included agreements with the Property Appraiser and Tax Collector. The City Council authorized a study to determine the basis for a Fire Assessment Fee and the first draft is anticipated to be presented for discussion in June. Resolution 2015-06 does not approve a fee, it reserves the City's option to have a potential fee on the annual property tax notice. Staff requested approval of Resolution 2015-06 and the applicable agreements.

Mayor Ash opened the public hearing.

Jim Purvis commented the resolution was broadly written and provided general authority for imposition of any special fee tax.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

City Manager Gray stated the resolution notifies the Lake County Tax Collector and Lake County Property Appraiser the City would place a Council approved fire assessment fee on the annual property tax notice.

Helmut Michelson inquired if a fee assessed by the City would be in addition to the fee assessed by Lake County. City Manager Gray stated the Lake County fire fee assessment does not include Clermont residents. Residents would only pay the City's fire assessment if approved by City Council.

Mayor Ash closed the public hearing.

Council Member Bates was in favor of continuing to look into the option.

Council Member Mullins commented Council would have the opportunity to reject a fire assessment fee at a later date.

City Attorney Oyewale stated the resolution allows the City to continue with the process. The notice must be submitted no later than March 1 if the intent is to place a potential fee on the annual property tax notice.

Council Member Mullins moved for adoption of Resolution 2015-06; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 15 – Ordinance No. 2015-08; Introduction

City Clerk Ackroyd read Ordinance 2015-08 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 2 "Administration", Article III "Boards, Committees and Commissions", Division 2 "Planning and Zoning Commission", Section 2-79 "Regular Meetings" of the City Code providing that the time for the regular meetings of the Planning and Zoning Commission shall be determined by the City Council; providing for codification, severability, conflict, and effective date.

Council Member Goodgame moved to introduce Ordinance 2015-08; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2015-16; Introduction

City Clerk Ackroyd read Ordinance 2015-16 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to Good Fella's Roll Off Waste Disposal, Inc., providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

Council Member Goodgame moved to introduce Ordinance 2015-16; seconded by Council Member Bates. The motion passed with all members voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 24, 2015

ADJOURN: With no further comments, this meeting was adjourned at 7:41pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
February 26, 2015

The Clermont City Council met in a special meeting on Thursday, February 26, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30 pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

Police Station Site Consideration

City Manager Gray stated Council requested staff review the Kings Ridge Professional Centre as a potential location for the new police station.

Kevin Radigan; Architect Design Group, reported the estimated cost of \$7,684,899.00 for the Kings Ridge Professional Centre site did not include site development and site acquisition expenses. The location is adequately sized for a police station, has public visibility from Highway 27, all infrastructure is on-site, and retaining walls are not required. The front of the building would not face Highway 27 unless parking was reduced, parking would be visible from Highway 27, access to Highway 27 would be limited, requires compliance with Kings Ridge Development covenants, utilities would have to be relocated, and the property is not owned by the City.

Site A at North Hammock Ridge at the Arts and Recreation Complex has a strong public presence along Hammock Ridge Road, minimal connecting roads would be required, retains the landscape buffer on the west edge of the property, requires minimal modifications to utilities, and has a clear separation from the Arts and Recreation Center. The location would require removal of approximately four acres of pine trees, requires retaining walls and tie-down slopes, less efficient parking, limited internal traffic flow for police vehicles, requires extension of utilities, and could limit use of the south area of the complex.

Site B at Hooks Street provides direct access to Hooks Street and Citrus Tower Boulevard, permitting was complete, the property is owned by the City, and the site is centrally located. The location requires extensive retaining walls, future expansion is limited, the City and Developer Agreement has not been resolved, site development costs were higher, increased construction time would be involved, and the site may have better use as a private development.

The cost comparisons for the Hammock Ridge and Hooks Street sites were reviewed. The approximate cost for the Hammock Ridge site would be \$10,250,026.00. The Hooks Street location would require additional expenses for retaining walls, permitting fees, and overall site development. The approximate cost would be \$10,504,251.00.

Mayor Ash commented the costs were higher than budgeted.

Council Member Travis stated the sale of the existing police station and the Hooks Street property could make up the cost difference.

City Manager Gray commented purchasing items directly would save money on sales tax.

Council Member Goodgame gave a presentation reviewing the costs to build city hall today versus the costs in 2002. He reviewed his pros and cons for the police station sites under consideration and supported the site at Hooks Street.

Council Member Goodgame moved to approve the police station at Hooks Street.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
February 26, 2015

The motion died for lack of a second.

Council Member Bates was opposed to the Hooks Street site.

Mayor Ash commented the Hooks Street site and the Hammock Ridge location have many issues.

Council Member Travis was in favor of selling the Hooks Street property and building on the Hammock Ridge location.

Mayor Ash stated additional parking would be required at the Hammock Ridge site as the City moves forward to increase use of the Clermont Community Center facility and property.

City Manager Gray commented four areas on the Clermont Community Center location were reviewed and the northwest corner near Hammock Ridge Road was the best site. The City is working with Lake County on placing flashing lights at the entrance.

Council Member Mullins stated both the Hammock Ridge and Hooks Street locations have vision and traffic issues. The Hooks Street location will take months of litigation and money to resolve. The Clermont Community Center location near Hammock Ridge Road is ready for building a police station.

Mayor Ash opened the public hearing.

Ginger Martin spoke in favor of the Hammock Ridge location.

Jim Purvis supported the Hooks Street property.

Bob Peraza spoke in opposition of the Kings Ridge Centre site.

Brent Joyner; representing the Clermont Police Officers, stated the majority of the police officers preferred the Hooks Street site.

Mayor Ash closed the public hearing.

City Manager Gray stated the issues at the Hooks Street location was the reason the Clermont Community Center site was considered. The Hooks Street site has potential legal issues which could take time to resolve.

Council Member Travis moved to vote on the Hammock Ridge property; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame opposed.

City Manager Gray will follow up with a financial plan for the new police station. The sale of the Hooks Street property will be placed on an agenda.

Police Take Home Vehicle Program

Police Chief Broadway presented a proposal for an assigned take-home vehicle program. The program provided for a vehicle to be assigned to each sworn police department employee for use by that employee. Currently the department uses a pooled vehicle program for most officers. The benefits of an assigned

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
February 26, 2015

take-home vehicle program include decreased operating costs, quicker off-duty officer response time, increased sense of security in officer's neighborhoods, a valuable recruitment and retention tool, and the program is recommended by an International Association of Chiefs of Police study.

The program could be implemented in the current fiscal year with the purchase of seven vehicles in addition to thirteen vehicles currently on order. The cost of the additional seven vehicles is \$280,000 and could be funded from the Infrastructure Sales Tax fund. Police Chief Broadway requested approval to purchase seven marked police vehicles and a budget amendment in the amount of \$280,000.00.

City Manager Gray stated the fleet was aging and a program in place to replace the vehicles in the next three to four years. The shared vehicles are difficult to maintain as they are on the road twenty-four hours a day all year long. Fuel costs would increase and maintenance expenses would remain the same.

Council Member Mullins asked if there was a substantial cost difference. Finance Director VanZile stated an analysis to determine cost effectiveness of the program as it applied to the City had not been done. Financing the vehicles was not cost effective due to paying interest rates and financing fees.

Council Member Mullins inquired how many vehicles would be necessary for all officers to have a take-home vehicle. Finance Director VanZile reported there were currently forty-two vehicles in the fleet, thirteen vehicles were on order, and the seven requested vehicles would be used by the sixty-two officers. The majority of the replaced vehicles would be used as spare vehicles.

Mayor Ash asked what impact the purchase would have on the budget. Finance Director VanZile stated the thirteen vehicles on order were budgeted and the seven additional vehicles would be absorbed in the Infrastructure Sales Tax Fund without having an effect on the budget.

Council Member Goodgame asked how far the vehicles would be driven home. City Manager Gray responded the current take-home policy was twenty miles.

Mayor Ash questioned what the impact would be on insurance. Finance Director VanZile stated there would be an increase in rates due to the additional vehicles; however there would not be any impact related to having a take-home vehicle program.

Council Member Mullins stated police officers were previously provided a pay rate increase to recruit and retain officers in lieu of take-home vehicles and inquired if the pay rate scale would change under the program. City Manager Gray recommended Council retain the pay rate scale.

Mayor Ash expressed concern regarding future requests from other departments for take-home vehicles.

Council Member Travis supported the request.

Council Member Goodgame inquired if any officers lived further than twenty miles from work. Police Chief Broadway stated the majority of officers lived within the twenty mile take-home vehicle policy.

Mayor Ash expressed concern regarding future funding.

Council Member Mullins commented there was the risk the sales tax may not be renewed by voters this November.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
February 26, 2015

City Manager Gray commented there was a five-year replacement program for the existing fleet. The City would not replace as many vehicles if the program was fully implemented.

Finance Director VanZile stated historically the City replaces twelve vehicles a year.

Mayor Ash opened the public hearing.

Jim Purvis requested Council seek alternatives and suggested leasing the vehicles.

Jeremy Kevitt spoke on behalf of the Clermont Police Officers and requested approval.

Chris Jenkins spoke in favor of the take-home vehicle program.

Ginger Martin requested Council table the request until a new police station was built.

Mayor Ash closed the public hearing.

Mayor Ash requested any motion made include revisiting the program after two years to review the impact on City finances.

Council Member Mullins preferred tabling to a future meeting and requested staff provide more data on cost savings.

Council Member Travis moved to accept the assigned vehicle program; seconded by Council Member Bates. The motion passed 5/0 with all members present voting aye. For clarification, Council Member Travis noted the intent of the motion was as presented by staff. The Council agreed with the intent.

Reserves Policy

Finance Director Van Zile presented information regarding a proposed Reserves Policy. The purpose of the policy was to provide sufficient cash flow for daily financial needs, secure and maintain investment-grade bond ratings, offset significant economic downturns, and provide funds for unforeseen expenditures. The policy provided for external restrictions, emergency reserves restrictions, and capital replacement reserves restrictions. Staff requested a consensus to place the proposed policy on the March 10, 2015 agenda for formal approval.

There was a consensus to place on the March 10, 2015 agenda.

ISBA Annexation Strategy

City Manager Gray stated due to the approval of the Interlocal Service Boundary Agreement between the City of Clermont and Lake County, the City will phase-in annexation of properties which have a Utility Service Agreement with the City.

Economic Development Director Hitt presented the four primary phases for annexation into the City. The first phase annexations included Plaza Collina and Toyota of Clermont. The second phase of annexations consisted of Don Mealey Chevrolet, Pine Valley Industrial Park, Manlow properties, Napleton Chrysler Dodge Jeep, Lake County Sheriff's Department, Clermont Nissan,

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
February 26, 2015

Senninger Irrigation, Hartle Groves, Johns Lake Landing, and Headquarter Honda. The third phase of annexations included the BP gas station, Discount Tire, Harbor Federal Savings Bank, Value Place Hotel, Magnolia Center, U-Haul, East Town Center, and the Hithersay property. Phase four annexes the road right-of-way on State Road 50 from the current City limits on State Road 50 to the Lake-Orange County line.

Council Member Goodgame noted there were dealerships currently under an approval process with Lake County. City Manager Gray stated the City was working with the property owners to obtain a Planned Unit Development for City Council review.

Council Member Mullins inquired if the City would have costs associated with the annexations. City Manager Gray stated Finance Director VanZile will provide a financial impact report at the public hearings.

Council Member Mullins noted the largest impact for the City would be related to police and fire services.

ADJOURN: With no further comments, this meeting was adjourned at 9:07pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

The Clermont City Council met in a regular meeting on Tuesday, March 10, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris and City Clerk Ackroyd.

INVOCATION

Choice Edwards gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Finance Director Van Zile presented the highlights of the quarterly performance report for period of October 1, 2014 through December 31, 2014. The Top Ten Revenues and Major Operating Fund Revenues are on target for the first quarter, with the exception of Impact Fees, Infrastructure Sales Taxes, and the Building Services Fund. The Major Fund Expenditures and Departmental Expenditures do not display any negative trends.

City Manager Gray commented staff will continue to monitor revenues and expenditures.

PUBLIC COMMENTS

Miguel Ramos stated the City intended to build a fence behind residential property in the Legends in the area of the site for the Police Station. The fence is a waste of money and is not aesthetically pleasing.

City Manager Gray commented the fence request came from the Legends Home Owners Association. The Homeowners Association expressed concern with individuals who walk into the community from the Arts and Recreation Center. In addition, the apartments under construction near Hammock Ridge are working with the Home Owners Association to secure their portion of the area.

Mayor Ash suggested the residents address the issue with the Home Owners Association.

Mike Corradino; South Lake Tablet owner, stated he was working with the State of Florida changing the requirement to have legal notices published only in paid circulation newspapers. He offered to publish the City's legal notices in the South Lake Tablet at no charge until the State changes the requirement.

Erin Moulton expressed concern with the proposed fence on City property behind the Legends.

Gregory Lightner stated his wife was a business owner at Hillside Terrace and noted an increase in criminal activity. Police Chief Broadway is aware and has increased patrol.

City Manager Gray commented Development Services Director Hollerand will review the Conditional Use Permit for the property.

REPORTS

City Manager Gray confirmed the Ethics Training workshop for March 23 and April 27 from 3pm to 5pm. The Cemex sand mine application will be heard by the Lake County Board of County Commissioners on March 24 at 1:30pm. City Attorney Mantzaris and City Manager Gray will be speaking on behalf of the City. The City Council will hold a Special Meeting on March 23 at 6pm regarding the Master Plan.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

City Attorney Mantzaris – No report.

Council Member Bates congratulated City Manager Gray on receiving the Lake County Community Service Leadership Award. He encouraged the community to support the softball tournaments at the National Training Center.

Council Member Goodgame congratulated City Manager Gray on receiving the award. He commented he received two emails requesting the City promote the softball tournaments.

City Manager Gray noted he responded to the emails. The City works with PFX on advertising the events through community centers and homeowners associations.

Council Member Travis stated the Sports and Tourism Committee are aware of the events and promote attendance.

Council Member Mullins reported the Arts and Cultural alliance held their quarterly meeting at the Arts and Recreation Center building. Events Coordinator Dudeck provided an excellent tour of the facility.

Council Member Travis announced the Sports and Tourism Committee meetings are held the third Wednesday of the month at 8am at the National Training Center. There is a free park run each Saturday at Waterfront Park.

Mayor Ash reported she welcomed the Police Soccer World Championship teams to Clermont. Sweden won the championship. There will be a dedication of the Splash Park at 11am on Saturday, March 14.

CONSENT AGENDA

Mayor Ash advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Contract Award

Consider request to piggyback the St. Johns County contract with Pierce Manufacturing, Inc. and Ten-8 Fire Equipment, Inc. to purchase one Velocity 100' Aerial Fire Apparatus and related EMS equipment in the amount of \$1,092,127.

Item No. 2 – Contract Award

Consider request to piggyback the City of Miami contract with Signal Technology Enterprises, Inc. d/b/a Public Safety USA to provide emergency vehicle equipment installation.

Item No. 3 – Contract Award

Consider request to piggyback Florida Sheriffs Association contract with Ring Power Corporation to purchase one hydraulic excavator in the total amount of \$58,090.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Item No. 4 – Event Request

Consider request to allow open alcoholic beverage containers during the Sommer Sports 2015 race season.

Item No. 5 – Resolution No. 2015-10

Consider request to approve a Reserves Policy.

Council Member Goodgame moved for approval as written; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 6 – Resolution No. 2015-04

City Clerk Ackroyd read Resolution 2015-04 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an outdoor commercial ice machine/vending unit in the C-2 General Commercial zoning district.

Senior Planner Kruse stated the request was presented at the February 24, 2015 Council meeting. The Council tabled the request to allow the applicant time to revise the plan. The applicant is requesting a Conditional Use Permit for an outdoor commercial ice machine vending unit.

City Manager Gray commented the applicant is amenable to considering the boat ramp site as suggested at the February 24, 2015 meeting. City Attorney Mantzaris would work on an agreement for use of the property.

City Attorney Mantzaris stated the City would need to enter into a lease agreement to a vendor, which may be problematic to the City.

Council Member Goodgame inquired if the applicant wished to move forward with the current location in addition to the Waterfront Park location. Tracy Waalewyn replied the plan was for placement of one ice machine.

City Manager Gray stated an ice machine at Waterfront Park would have to go through the bid process.

Mr. Waalewyn preferred to move forward with the location on Highway 50.

Alex Busta; GatorSketch Architects, presented options for an ice vending machine on Highway 50. A retaining wall would block the view of the site from the east. Landscaping would be the most prominent scene from the road. The machine will fit in an area the size of a parking space. Images of cypress trees, the Citrus Tower, Historic Downtown Clermont sign, mountain scenes, glacier scenes, waterfall, and scenic land scenes were presented as wrap options to improve the appearance of the machine. Mr. Busta requested approval from the Council.

Mayor Ash opened the public hearing. There were no public comments. Mayor Ash closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Council Member Mullins preferred the cypress wrap.

Council Member Goodgame concurred with Council Member Mullins.

Council Member Bates preferred an earth tone to blend in with the current structures.

Mayor Ash spoke in opposition of the Highway 50 location, preferring the Waterfront Park boat ramp area.

Council Member Mullins suggested a green and brown wrap with a green roof. Requesting the applicant to change the location to the boat ramp is inappropriate. An ice machine at the boat ramp is something to consider and the City should send out a Request for Proposal.

City Manager Gray stated if Council would like an ice machine at the boat ramp, the City could send out a Request for Proposal.

Council Member Travis commented the Council could approve the request and move forward with a Request for Proposal for an ice machine at the boat ramp.

Council Member Mullins moved to approve the ice machine at this location with a green awning and earth colored vegetative wrap; seconded by Council Member Goodgame. Under discussion, Council agreed to have the applicant send the rendering to staff. The motion passed 4 to 1 with Mayor Ash opposed.

Item No. 7 – Ordinance No. 2015-02; Final

This item has been withdrawn.

Item No. 8 – Ordinance No. 2015-08; Final

City Clerk Ackroyd read Ordinance 2015-08 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 2 “Administration”, Article III “Boards, Committees and Commissions”, Division 2 “Planning and Zoning Commission”, Section 2-79 “Regular Meetings” of the City Code providing that the time for the regular meetings of the Planning and Zoning Commission shall be determined by the City Council; providing for codification, severability, conflict, and effective date.

City Attorney Mantzaris stated the Planning and Zoning Commission requested to change the meeting time to 6:30pm. Council could include the meeting time change in the motion.

Mayor Ash opened the public hearing. There were no comments. Mayor Ash closed the public hearing.

Council Member Mullins moved to adopt Ordinance 2015-08 and set the meeting time at 6:30pm; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Item No. 9 – Ordinance No. 2015-16; Final

City Clerk Ackroyd read Ordinance 2015-16 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, under the Code of Ordinances of the City of Clermont, granting a garbage collection franchise to Good Fella's Roll Off Waste Disposal, Inc., providing for the term of the franchise and for other purposes connected with a franchise for the collection of garbage within the City of Clermont.

Mayor Ash opened the public hearing. There were no comments. Mayor Ash closed the public hearing.

Council Member Mullins moved for the adoption of Ordinance 2015-16; seconded by Council Member Goodgame. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 10 – Ordinance No. 2015-07; Introduction

City Clerk Ackroyd read Ordinance 2015-07 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan of the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the policies of the Intergovernmental Coordination Element of the Comprehensive Plan; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

Council Member Mullins moved to introduce Ordinance 2015-07; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 11 – Ordinance No. 2015-09; Introduction

City Clerk Ackroyd read Ordinance 2015-09 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the easement of the north 10 feet of lots 16 and 17, block 61, according to the plat thereof, as recorded in Plat Book 8, Page 17; Public Records of Lake County, Florida; repealing all Ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Council Member Mullins moved to introduce Ordinance 2015-09; seconded by Council Member Travis. The motion passed with all members voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Item No. 12 – Ordinance No. 2015-10; Introduction

City Clerk Ackroyd read Ordinance 2015-10 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

Council Member Mullins moved to introduce Ordinance 2015-10; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 13 – Ordinance No. 2015-11; Introduction

City Clerk Ackroyd read Ordinance 2015-11 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Mullins moved to introduce Ordinance 2015-11; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 14 – Ordinance No. 2015-12; Introduction

City Clerk Ackroyd read Ordinance 2015-12 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved to introduce Ordinance 2015-12; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 15 – Ordinance No. 2015-13; Introduction

City Clerk Ackroyd read Ordinance 2015-13 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Council Member Mullins moved to introduce Ordinance 2015-13; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 16 – Ordinance No. 2015-14; Introduction

City Clerk Ackroyd read Ordinance 2015-14 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Goodgame tabled Ordinance 2015-14 to April 14; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 17 – Ordinance No. 2015-17; Introduction

City Clerk Ackroyd read Ordinance 2015-17 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present city boundaries; providing for an effective date, severability, recording, and publication.

Council Member Mullins moved to introduce Ordinance 2015-17; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 18 – Ordinance No. 2015-18; Introduction

City Clerk Ackroyd read Ordinance 2015-18 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Mullins moved to introduce Ordinance 2015-18; seconded by Council Member Travis. The motion passed with all members voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 10, 2015

Item No. 19 – Ordinance No. 2015-19; Introduction

City Clerk Ackroyd read Ordinance 2015-19 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Council Member Mullins moved to introduce Ordinance 2015-19; seconded by Council Member Travis. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 7:44pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 23, 2015

The Clermont City Council met in a special meeting on Monday, March 23, 2015 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:00pm with the following Council Members present: Council Members Goodgame, Mullins, Bates and Travis. Other City officials present were: City Manager Gray and City Clerk Ackroyd.

Pledge of Allegiance

Master Plan

City Manager Gray stated the Downtown and Waterfront Master Plan was the result of input from the community's visioning sessions two years ago. The City and Staff were tasked with bringing new vibrancy to the downtown and waterfront area. Portions of the vision have become a reality through projects including the Community Redevelopment Association (CRA) incentive program, acquisition of the Clermont Community Center, Lake Hiawatha Preserve, the new Boathouse, KaBoom Park, and the Champions Splash Park. Following the visioning sessions, the City adopted a new brand. The Master Plan provides a ten year vision of projects for the area.

Pete Seckler; GAI Consulting Group, reviewed the early settlement of Clermont and where the community is today. Linking the City is important and people want to connect with Historic Downtown Clermont. There is an opportunity for new residential development in the Historic Downtown area and the Greater Downtown area to support existing retail businesses.

Five points were determined as a strong link in the vision and for developing a strategy for revitalization: (1) A place for people, (2) A great waterfront, (3) A quality sense of place, character and image, (4) Connect the centers, and (5) High performing infrastructure and services.

Several key strategies included: (1) Create a window to Downtown on State Road 50, (2) Connect the Downtown parks and neighborhoods, (3) Add energy and activity to the Downtown Core, and (4) Re-orient and diversify waterfront activities.

Mr. Seckler provided an overview of the twenty year long-range vision plan which included creating a new open space venue in the Downtown Core, gateway signage, and moving the trail into the City. The recommendation was for the City to begin with key fundamental projects, including a Downtown Promenade, signage and way finding, a West Lake Wetland Park, a Minneola Greet Street, a "Front Door" image improvement, and switchbacks. The cost estimate was approximately \$15 million; however grants are available for these projects.

Mayor Ash opened the public hearing.

Edward Apadaca, Mark Graff, Alison Strange, Ray Sanfratello, Paul McPherson, and Lake County Commissioner Parks spoke in support of the proposal.

Karen Border inquired if the trail change would be in the form of a boardwalk. Pete Seckler stated the concept would include a trail system which works well for exercising and competition, and a complimentary series of expanses for those who would like to engage.

Stacey Uptain Smith urged Council to continue with the plans and keep sailing in mind. Mr. Seckler stated consideration was for a sailing area on the eastern component of the lake, with a local community park.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
March 23, 2015

Mayor Ash closed the public hearing.

Council Member Mullins spoke in support of the plan.

Council Member Travis questioned if the trail would remain where it is when the boat ramp is moved to East Avenue. Pete Seckler stated the details would have to be worked out. The trail would be realigned to follow the new geometry created. Any modification to the trail would include a clear through-trail and other opportunities for people to explore the Waterfront and the businesses.

Council Member Bates inquired the amount the City could receive in grant funding. Mr. Seckler commented there are different mechanisms available on the public side and as a strategy towards certain key elements are developed, certain grant opportunities will be available.

City Manager Gray commented 75 percent of what the City of Eustis accomplished was funded by grants or through other agencies.

Council Member Goodgame spoke in support of the plan.

Council Member Goodgame moved to accept the long range planning vision presented tonight; seconded by Council Member Mullins. The motion passed unanimously.

ADJOURN: With no further comments, this meeting was adjourned at 7:05pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

**AGENDA ITEM**

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Surplus Request		
Requested Action		
Motion to approve and declare end of life inventory as surplus from Fire, Environmental Services, Parks and Recreation, and Public Works Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of Fire, Environmental Services, Parks and Recreation, and Public Works Department, recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these equipment is being requested. <u>Fire Department:</u> See attached list. <u>Environmental Services Department:</u> Vehicle 5225 – 2000 Ford Ranger Vehicle 5210 – 2002 Ford Ranger Vehicle 5207 – 2000 Ford Ranger <u>Parks and Recreation Department:</u> See attached list. <u>Public Works Department:</u> See attached list. Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Environmental Services Property Disposal	Environmental Services Property Disposal.pdf
2.	Public Works Property Disposal	Public Works - Surplus Request.pdf
3.	Fire Department Property Disposal	Fire Department Property Disposal.pdf
4.	Parks and Recreation Property Disposal	Parks and Recreation Property Disposal.pdf

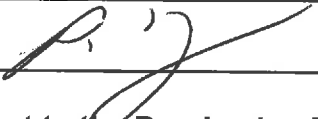
PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: 10011
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2000 Ford Ranger Vehicle No. 5225
Miles / Hours: 142,562 Serial / VIN: 1FTYR10V6YPB33505
Description of Property 2000 Ford Ranger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** high mileage, has reached end of use

Director Signature:  Date: 6/18/15

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

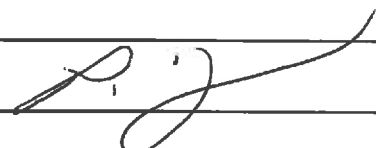
PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: 10012
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2002 Ford Ranger Vehicle No. 5210
Miles / Hours: 151,534 Serial / VIN: 1FTYR10U22PA58915
Description of Property 2002 Ford Ranger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** high mileage, has reached end of use

Director Signature:  Date: 6/18/15

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Environmental Services Asset Tag#: _____
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: 2000 Ford Ranger Vehicle No. 5207
Miles / Hours: 111,682 Serial / VIN: 1FTYR10V5YPA74804
Description of Property 2000 Ford Ranger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** high mileage, has reached end of use

Director Signature: _____ Date: 6/18/15

*****This form must be sent to the Purchasing Division to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: PUBLIC WORKS Asset Tag#: _____

Contact Person: THOMAS WERNER - FOREMAN Phone: 352-394-7177

Year / Make / Model: N/A Vehicle No. N/A

Miles / Hours: N/A Serial / VIN: N/A

Description of Property OLD STREET SIGNS, IE STOP SIGNS, NO PARKING, 4WAY, SPEED LIMIT, ETC.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

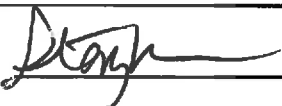
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☒ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: 

Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

OLD STREET SIGNS

[illegible]

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A

Contact Person: Joe Silvestris Phone: 352-394-7662

Year / Make / Model: 18volt Ryobi saw kit Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property 18 volt Ryobi 5 1/2" Saw/Flashlight/Reciprocating saw with case

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

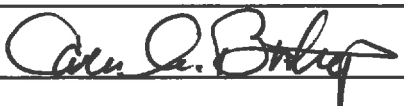
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: 

Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: Cast Aluminum Circle D Firefighter flood Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Cast Aluminum Circle D Firefighter flood lights

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____
Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: 2 Wooden Desk Chairs Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Wooden Desk Chairs

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: Carl G. Bortone Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____
Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: Small Supervac Fan - Gas Powered Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Small Supervac Fan - Gas Powered

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A

Contact Person: Joe Silvestris Phone: 352-394-7662

Year / Make / Model: Ryobi 5-1/2" Circular Saw Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Ryobi 5-1/2" Circular Saw - Battery Powered

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: Carl S. Bishop Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: Leather Office Chair Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 2 - Leather Office Chair

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature:  Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____
Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A
Contact Person: Joe Silvestris Phone: 352-394-7662
Year / Make / Model: UHF Antenna Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property UHF Radio Antenna

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: 10-22-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A

Contact Person: Joe Silvestris Phone: 352-394-7662

Year / Make / Model: Assorted Fire hose Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property 1 Pallet of assorted fire hose and 1" Rubber hose

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: Care A. Bishop Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Department Asset Tag#: N/A

Contact Person: Joe Silvestris Phone: 352-394-7662

Year / Make / Model: Aluminum High Pressure Air bag storage Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Aluminum High Pressure Air Bag Storage shelves

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: 

Date: 6-23-15

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: Parks and Recreation Asset Tag#: _____

Contact Person: Cheryl Sutherland Phone: 352-708-5987

Year / Make / Model: _____ Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property TV's and Children's Desks

☒ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item or material that is of no use to the City.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **OTHER:** _____

Director Signature: _____ Date: _____

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

DISPOSITION SUMMARY

1. The Department Director makes the determination that the equipment, item or material requires disposal. If the property being disposed of is capital (value of \$1,000 or greater), remove the asset tag sticker and submit it with completed Property Disposal Form to the Purchasing Department.
2. The Purchasing Department will process an agenda item for City Council approval.
3. When conducting a trade-in, the full cost of the new purchase must be budgeted by the Department (do not include the trade in value).
4. When disposal or trade-in is complete, the Purchasing Director will forward the completed form to the Finance Department.

DEFINITIONS

Surplus Property – All City property that is obsolete, excess, or no longer needed by the owning Department. All vehicles, equipment, desk, chairs, tables, office equipment, etc. shall be reported to the Purchasing Department for disposition coordination.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number IFB15-0048-02 from the City of Orlando with Altair Environmental Group, LLC. and B&D Waterblasting Company, Inc. d/b/a B&D Enterprises to provide sewer cleaning and inspection.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from the City of Orlando to obtain the services of storm sewer cleaning and inspection. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1506-001 and 1506-004 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Orlando contract with Altair Environmental Group, LLC. and B&D Waterblasting Company, Inc. d/b/a B&D Enterprises The City of Orlando contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Services are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1506-001	RFI 1506-001.pdf	
2. RFI 1506-004	RFI 1506-004.pdf	
3. City of Orlando Contract IFB15-0048-01	Altair-ExecutedContract IFB15-0048-01.pdf	
4. City of Orlando Contract IFB15-0048-02	IFB15-0048-02 B & D Executed Contract.pdf	



REQUEST FOR INFORMATION

Intent to Utilize the City of Orlando Contract for Storm Sewer Cleaning and Inspection

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1506-001	ISSUED DATE: June 22, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 30, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Name: B&D Waterblasting Company, Inc. d/b/a B&D Enterprises

(c) Contract Number and Title: IFB15-0048-02 / Storm Sewer Cleaning and Inspection

(d) Length of Contract: Ends February 9, 2016 w/optional four, 1-year renewal periods.

(e) Product or Service Provided: Stormwater sewer cleaning and inspection.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



REQUEST FOR INFORMATION

Intent to Utilize the City of Orlando Contract for Storm Sewer Cleaning and Inspection

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1506-004	ISSUED DATE: June 29, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>July 7, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Name: Altair Environmental Group, LLC.

(c) Contract Number and Title: IFB15-0048-01 / Storm Sewer Cleaning and Inspection

(d) Length of Contract: Ends February 9, 2016 w/optional four, 1-year renewal periods.

(e) Product or Service Provided: Stormwater sewer cleaning and inspection.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Mayor
Buddy Dyer

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.



**CITY OF ORLANDO
INVITATION FOR BID (IFB)**

DATE OF ISSUE: NOVEMBER 13, 2014
IFB DUE DATE: December 11, 2014
IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL
BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
*Bid opening to be held at the Agenda Conference Room,
2nd Floor, City Hall.*
IFB TITLE: STORM SEWER CLEANING AND INSPECTION
IFB NO: IFB15-0048
*(IFB NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Maureen S. Bowman, Purchasing Agent II
Phone: (407) 246-2363
Email: TeamC@cityoforlando.net

BUSINESS NAME & ADDRESS

Altair Environmental Group
Business Name

710 South Milwee Street
Address

Longwood, FL 32750
City, State, Zip

Don Layton (407) 339-7134
Contact Person / Telephone Number

**THIS BID USES AN ELECTRONIC
BID PRICE FORM (EXCEL DOC)**

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the City's Procurement and Contracts Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement and Contracts Division not later than ten (10) days prior to the bid closing date.

Rev: Services - 07/29/14

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bid which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bid.

- ☒ Solicitation Cover Page.
- ☐ Invitation for Bid Price Form(s) (Unit Price and Total Price Columns completed).
- ☒ Bidder's Certification, signed and notarized.
- ☒ Bidder's Questionnaire.
- ☒ Contract and Acceptance Form.
- ☒ Minority/Women Owned Business Enterprise Participation Form. (If applicable)
- ☒ Veteran Business Enterprise Participation Form. (If applicable)
- ☒ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

- ☒ 1. Bid Security 10%
- ☐ 2. _____
- ☐ 3. _____

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received at least ten (10) days prior to the solicitation due date.



ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

***** ALL LINE ITEMS IN ALL SECTIONS MUST BE BID *****

This Solicitation uses an Electronic Bid Price Form. You may download the Microsoft Excel spreadsheet from eSupplier, or you may receive a disc from the Procurement and Contracts Division at no cost to you.

Complete the Electronic Bid Price Form using Microsoft Excel. Insert your **Vendor Name, City, State and Zip** in the fields located at the top of the form (in yellow). The Electronic Bid Price Form has been designed to allow the vendor to insert data into the appropriate unlocked fields. These fields are labeled Item No., Description, Qty, Unit, Unit Price, and Total. For convenience, the Electronic Bid Price Form will automatically calculate and total.

Once complete, "save as" the Electronic Bid Price Form on a blank CD or flash drive (that you provide). **Return Electronic Bid Price Form and one (1) hard copy of your completed Bid Price Form together with your completed Invitation for Bid submittal** in a sealed envelope, by the due date and time specified herein. Again, ensure your **Vendor Name, City, State and Zip** are included on both the Microsoft Excel spreadsheet and on the front of the envelope that you submit to the City. Be sure to save a copy for yourself as well.

If you need further assistance in obtaining the Electronic Bid Price Form, you may contact the Procurement and Contracts Division at (407) 246-2291 and we would be more than happy to assist you.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bid, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/Contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Altair Environmental Group
NAME OF BUSINESS

BY:

SIGNATURE

Don Layton Project Development
NAME & TITLE, TYPED OR PRINTED

710 South Milwee Street
MAILING ADDRESS

Longwood, FL 32750
CITY, STATE, ZIP CODE

407 339-7134
TELEPHONE NUMBER

(407) 339-6618
FAX NUMBER

adminealtairenvironmental.com
E-MAIL ADDRESS

State of Florida
County of Seminole

Sworn to (or affirmed) and subscribed before me
this 11th day of December, 2014, by
Donald Layton,

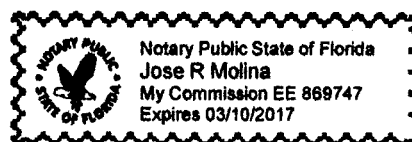
Jose R. Molina C.
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-
Produced Identification _____

Type: _____

Company Tax ID # 68-0509371
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)



CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB15-0048 :

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Don Layton
SIGNATURE

State of Florida
County of Seminole

Don Layton Project Development
NAME & TITLE, TYPED OR PRINTED

Sworn to (or affirmed) and subscribed before me
this 11th day of December, 2014, by
Donald Layton

Jose R. Molina L.
Signature of Notary

Altair Environmental Group
NAME OF BUSINESS

710 South Millwee Street
MAILING ADDRESS

Notary Public, State of Florida

Longwood, FL 32750
CITY, STATE, ZIP CODE

Personally Known (circle if applicable)

-OR-

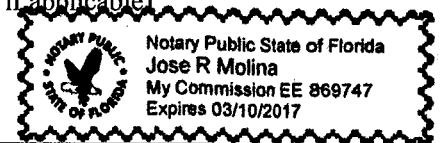
PHONE: (407) 339-7134

Produced Identification: _____

FAX: (407) 339-6618

Type of Identification: _____

E-MAIL: admin@altairenvironmental.com

**FOR USE BY THE CITY OF ORLANDO ONLY**

This contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: _____

This contract is for: All Item Numbers: ☒ or Item Numbers: _____

INITIAL CONTRACT TERM: 2/10/15 to 2/9/16

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: March 2, 2015

Date: February 26, 2015

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. COMPANY NAME: Altair Environmental Group
 Address of Principal Place of Business: 710 South Milwau Street
 City/State/Zip: Longwood, FL 32750
 Phone: 407-339-7134 Fax: 407-339-6618
 Name of primary Contact: Don Layton Email: admin@altair
environmental.com

2. TYPE OF ORGANIZATION:

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation ☐ Other: _____

State of Formation: Florida Federal ID # 69-0309371 DUNS # 05-345-7693
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. EMERGENCY CONTACT PERSON: Don Layton
 Phone: 407-339-7134 Fax: 407-339-6618 Cell: 407-948-2516

4. INSURANCE COMPANY NAME: Thomas E. Corkhill
 Agent Contact: Anne Stevens Phone: 407-898-8891

5. EXPERIENCE:

A. Years in business: 34
 B. Years in business under this name: 34
 C. Years performing this type of work: 34

6. SUBCONTRACTORS - for informational purposes only: If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? City Certified? (Y or N)
C+R Epoxy Systems LLC	Epoxy Injection	<u>N</u>	<u>N</u>
Blackwater Divers	Digging	<u>N</u>	<u>N</u>
GeoTechnical/Environmental Consultants	GPR	<u>N</u>	<u>N</u>

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: Altair Environmental Group
 B. Address of local service center: 710 South Milwau Street; Longwood, FL.

C. County local service center is located in: _____
D. Contact: Don Layton Telephone number: 407-339-7134

8. RECYCLED CONTENT: N/A

- A. Percentage of recycled material contained in the product: _____ %
B. Is your product packaged/shipped in material containing recycled content? Yes _____ No _____
C. Is your product recyclable after it has reached its intended end use? Yes _____ No _____

9. ADDITIONAL INFORMATION:

- A. FOB Point Destination
B. Discount Payment Terms (if any): _____ %, if paid within _____ days after receipt of invoice.
C. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
____ Yes ☒ No
D. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ☒ Yes _____ No

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: FDOT
Address: 133 South Semoran Blvd.; Orlando, FL 32817
Telephone No.: 407-482-7820 Fax No.: _____
Contact: Trevor Williams
E-mail: trevor.williams@dot.state.fl.us
Projects/Contracts/Work Orders (List project name, date completed and value of project):
E5T02 Cleaning and Video Inspection of Storm Water Pipes
2013 - \$186,900.00

Reference #2:

Name: City of Jacksonville
Address: 609 St. Johns Bluff Road North; Jacksonville, FL 32225
Telephone No.: 904-472-2859 Fax No.: 904-472-2881
Contact: Louis Lawrence
E-mail: louis@coj.net
Projects/Contracts/Work Orders (List project name, date completed and value of project):
Plugging/Dewatering, Clean and Televis Storm Water Pipes
2014 - \$259,720.12 2013 - \$226,215.00

Reference #3:Name: FDOTAddress: 133 South Semoran Blvd.; Orlando, FL 32817Telephone No.: 407-482-7816

Fax No.: _____

Contact: David OlundE-mail: david.olund@dot.state.fl.us

Projects/Contracts/Work Orders (List project name, date completed and value of project):

E5Q73 Cleaning Storm Water Pipelines/Ditches and SOD Work2014 \$551,372.46Reference #4:Name: Spruce CreekAddress: 13601 Del Webb Blvd.; Summerfield, FL 34491Telephone No.: 352-307-0696Fax No.: 352-307-0695Contact: Robert MoodyE-mail: bmoody@lelandmanagemnt.com

Projects/Contracts/Work Orders (List project name, date completed and value of project):

Plugging/Dewatering, Cleaning, Internal Television Inspection
and Rehabilitation of Storm Water Pipelines2014 - \$47,680.002013 - \$52,208.00**10. CCTV NAME AND VERSION:**

The Contractor shall include the name and version number of the CCTV software in their bid, and certify that it will provide DVD videos in a format compatible with Microsoft software running on the Windows 7OS.

Granite # 5.4.10Pipe Tech # 5.8.977

Altair certifies that supplied DVD Videos are compatible with Microsoft/Windows 7OS (32)

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB15-0048 **DATE SUBMITTED:** _____

SOLICITATION TITLE: STORM SEWER CLEANING AND INSPECTION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM: N/A

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM N/A

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>#1</u>	Dated <u>12/5/14</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Altair Environmental Group
Company

Don Lytle
Signature

Project Development
Title

**"NO BID" RESPONSE
TO
INVITATION FOR BID**

Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

We have received Invitation for Bid No. IFB15-0048, Storm Sewer Cleaning and Inspection, opening at **2:00 p.m., Local Time, City of Orlando, FL, on December 11, 2014 .**

Reason for not bidding: N/A

BY:

Signature

Name & Title, Typed or Printed

Company Name

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

*** NOTE: BID PRICE FORM MUST BE SUBMITTED IN EXCEL ON A BLANK CD OR FLASH DRIVE WITH A HARD COPY. ***

BID PRICE FORM

You are invited to Bid on the following: **IFB15-0048 Storm Sewer Cleaning and Inspection**

THE BIDDER, HAVING EXAMINED CAREFULLY THE SPECIFICATIONS, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTIONS FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES.

BIDDERS MUST BID ON ALL LINE ITEMS.**GROUP 1 - Storm Sewer Cleaning**

1	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 15 inch thru 24 inch	1000	LF	\$1.90	\$1,900.00	
2	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 30 inch thru 48 inch	1000	LF	\$2.25	\$2,250.00	
3	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 54 inch thru 78 inch	1000	LF	\$3.00	\$3,000.00	
4	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 84 inch thru 108 inch	1000	LF	\$6.50	\$6,500.00	
5	Heavy Cleaning (debris & sediment fills 30% to 100%) pipe sizes 15 inch thru 24 inch	1000	LF	\$2.25	\$2,250.00	
6	Heavy Cleaning (debris & sediment fills 30% to 100%) 30 inch thru 48 inch	1000	LF	\$3.00	\$3,000.00	
7	Heavy Cleaning (debris & sediment fills 30% to 100%) 54 inch thru 78 inch	1000	LF	\$9.00	\$9,000.00	

Altair Environmental Group, LLC

↑(Vendor Name)↑

Longwood, FL, 32750

↑(City, State, Zip)↑

Total

Heavy Cleaning (debris & sediment fills 30% to 100%)						
8	84 inch thru 108 inch		500	LF	\$15.00	\$7,500.00
9	Hourly rate to remove and clean debris and materials from Stormwater Structures		80	Hour	\$50.00	\$4,000.00
10	Hourly rate for after hour response to remove blockage from storm drains using Vactor Trucks		80	Hour	\$200.00	\$16,000.00

Subtotal

GROUP II - Storm Line Plugs

11	Pipes sizes from 15 inch thru 24 inch					
11a	Per Day	5	EA	\$10.00		\$50.00
11b	7 Day Period minimum	2	EA	\$50.00		\$100.00
11c	30 Day Period minimum	1	EA	\$50.00		\$50.00
12	Pipes sizes from 30 inch thru 48 inch					
12a	Per Day	5	EA	\$40.00		\$200.00
12b	7 Day Period minimum	2	EA	\$200.00		\$400.00
12c	30 Day Period minimum	1	EA	\$200.00		\$200.00
13	Pipes sizes from 54 inch thru 78 inch					
13a	Per Day	5	EA	\$400.00		\$2,000.00
13b	7 Day Period minimum	2	EA	\$600.00		\$1,200.00
13c	30 Day Period minimum	1	EA	\$600.00		\$600.00
14	Pipes sizes from 84 inch thru 108 inch					
14a	Per Day	5	EA	\$800.00		\$4,000.00
14b	7 Day Period minimum	2	EA	\$1,200.00		\$2,400.00
14c	30 Day Period minimum	1	EA	\$1,200.00		\$1,200.00

Subtotal

GROUP III - Storm Sewer Video Inspection/Recording

15	Video Inspection/Recording of pipe sizes from 15 inch thru 24 inch	1000	LF	\$3.00		\$3,000.00
16	Video Inspection/Recording of pipe sizes from 30 inch thru 48 inch	1000	LF	\$3.00		\$3,000.00
17	Video Inspection/Recording of pipe sizes from 54 inch thru 78 inch	1000	LF	\$6.00		\$6,000.00
18	Video Inspection/Recording of pipe sizes from 84 inch thru 108 inch	1000	LF	\$7.00		\$7,000.00

GROUP IV - Joint Repair (Chemical Grout)

19	4 joints or less - 15 inch (Unit Price is per joint.)	1	EA	\$65.00	\$65.00
20	5 joints or more - 15 inch (Unit Price is per joint.)	1	EA	\$60.00	\$60.00
21	4 joints or less - 18 inch (Unit Price is per joint.)	1	EA	\$65.00	\$65.00
22	5 joints or more - 18 inch (Unit Price is per joint.)	1	EA	\$60.00	\$60.00
23	4 joints or less - 24 inch (Unit Price is per joint.)	1	EA	\$175.00	\$175.00
24	5 joints or more - 24 inch (Unit Price is per joint.)	1	EA	\$160.00	\$160.00
25	4 joints or less - 30 inch (Unit Price is per joint.)	1	EA	\$250.00	\$250.00
26	5 joints or more - 30 inch (Unit Price is per joint.)	1	EA	\$170.00	\$170.00
27	4 joints or less - 36 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
28	5 joints or more - 36 inch (Unit Price is per joint.)	1	EA	\$200.00	\$200.00
29	4 joints or less - 42 inch (Unit Price is per joint.)	1	EA	\$375.00	\$375.00
30	5 joints or more - 42 inch (Unit Price is per joint.)	1	EA	\$300.00	\$300.00
31	4 joints or less - 48 inch (Unit Price is per joint.)	1	EA	\$450.00	\$450.00
32	5 joints or more - 48 inch (Unit Price is per joint.)	1	EA	\$400.00	\$400.00
33	4 joints or less - 54 inch (Unit Price is per joint.)	1	EA	\$550.00	\$550.00
34	5 joints or more - 54 inch (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
35	4 joints or less - 60 inch (Unit Price is per joint.)	1	EA	\$650.00	\$650.00
36	5 joints or more - 60 inch (Unit Price is per joint.)	1	EA	\$600.00	\$600.00
37	4 joints or less - 66 inch (Unit Price is per joint.)	1	EA	\$750.00	\$750.00
38	5 joints or more - 66 inch (Unit Price is per joint.)	1	EA	\$700.00	\$700.00
39	4 joints or less - 72 inch (Unit Price is per joint.)	1	EA	\$850.00	\$850.00
40	5 joints or more - 72 inch (Unit Price is per joint.)	1	EA	\$800.00	\$800.00
41	4 joints or less - 84 inch (Unit Price is per joint.)	1	EA	\$950.00	\$950.00
42	5 joints or more - 84 inch (Unit Price is per joint.)	1	EA	\$900.00	\$900.00
43	4 joints or less - 96 inch (Unit Price is per joint.)	1	EA	\$1,050.00	\$1,050.00
44	5 joints or more - 96 inch (Unit Price is per joint.)	1	EA	\$1,000.00	\$1,000.00
45	4 joints or less 108 inch (Unit Price is per joint.)	1	EA	\$1,200.00	\$1,200.00
46	5 joints or more - 108 inch (Unit Price is per joint.)	1	EA	\$1,100.00	\$1,100.00

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

GROUP V - Internal Joint Seals (Rubber)

47	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$1,500.00	\$1,500.00
48	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
49	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$1,500.00	\$1,500.00
50	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
51	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$1,500.00	\$1,500.00
52	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
53	Dewatering for job with requirements of installing internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
54	Dewatering for job with requirements of installing internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
55	Dewatering for job with requirement of installing internal joint seal for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
56	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$670.00	\$670.00
57	For 24 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$623.10	\$623.10
58	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$740.00	\$740.00
59	For 30 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$688.20	\$688.20
60	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$920.00	\$920.00
61	For 36 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$855.60	\$855.60
62	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$980.00	\$980.00
63	For 42 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$911.40	\$911.40

CITY OF ORLANDO PROCUREMENT AND CONTRACTS DIVISION PRICING

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

Agent: Maureen S. Bowman

64	For 48 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,080.00	\$1,080.00
65	For 48 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,004.40	\$1,004.40
66	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,170.00	\$1,170.00
67	For 54 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,088.10	\$1,088.10
68	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,450.00	\$1,450.00
69	For 66 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,740.00	\$1,740.00
70	For 60 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,348.50	\$1,348.50
71	For 66 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,618.20	\$1,618.20
72	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,900.00	\$1,900.00
73	For 72 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,767.00	\$1,767.00
74	For 78 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,020.00	\$2,020.00
75	For 78 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,878.60	\$1,878.60
76	For 84 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,260.00	\$2,260.00
77	For 84 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$2,101.80	\$2,101.80
78	For 90 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,380.00	\$2,380.00
79	For 90 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$2,213.40	\$2,213.40
80	For 96 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,510.00	\$2,510.00
81	For 96 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$2,334.30	\$2,334.30

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

82	For 102 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,630.00	\$2,630.00
83	For 102 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$2,445.90	\$2,445.90
84	For 108 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$2,770.00	\$2,770.00
85	For 108 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$2,576.10	\$2,576.10

\$55,374.50

GROUP VI - Miscellaneous Services

86	Radar Inspection	100	Hour	\$65.00	\$6,500.00
87	Cement Based Grout Injection	500	CF	\$20.00	\$10,000.00
88	Drill and Patch Holes	100	EA	\$45.00	\$4,500.00
89	Set Up Charge (Job Location)	15	EA	\$500.00	\$7,500.00
90	Cracks All Pipes Sizes	250	LF	\$65.00	\$16,250.00
91	Commercial Diving Team services - Job Specific	24	Hour	\$300.00	\$7,200.00
92	Regular Hourly rate for additional work	160	Hour	\$65.00	\$10,400.00
93	Overtime Hourly rate for additional work	40	Hour	\$85.00	\$3,400.00

\$55,374.50

Calculated Grand Total (Groups I, II, III, IV, V, VI)

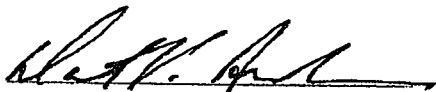
					\$223,404.60
--	--	--	--	--	--------------

*** Note: Rereck your data prior to submission. Bids may not be changed after being opened. ***

This is to certify that
Chester Durden
attended the following seminar(s) at
World of Concrete

Crack injection: Epoxies
January 20, 1998

*World of Concrete seminars contain practical,
how-to-do-it information designed to enable attendees to gain
a clear understanding of the technology involved, and to perform
the construction techniques associated with that technology.*



Daniel P. Anderson
President
The Aberdeen Group



Chuck S. Simanek
Vice President
World of Concrete Expositions



Aberdeen's

WORLD OF CONCRETE®

Certificate of Completion

Sika Approved Contractor Program
Seminar / Workshop

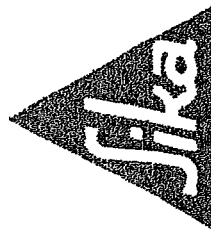
This is to certify that

Chester R. Durden

has successfully completed Sika Corporation's Approved Contractor
Training Seminar & Workshop, as a representative of

C & R Epoxy Systems

This certificate also attests to having properly demonstrated application skills and acquiring special
knowledge of Sika Corporation's products/systems/services.



Terry J. Systy, Vice President
Training Coordinator

November 17, 1994

Date

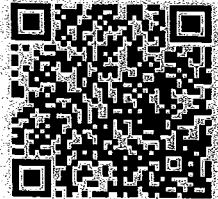
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CC0060385

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2016

FOULADI MAJID
ALTAIR ENVIRONMENTAL GROUP LLC
710 SOUTH MILWEE STREET
LONGWOOD FL 32750



ISSUED: 09/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409150003382

Scott Randolph, Tax Collector Local Business Tax Receipt Orange County, Florida

Local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2014

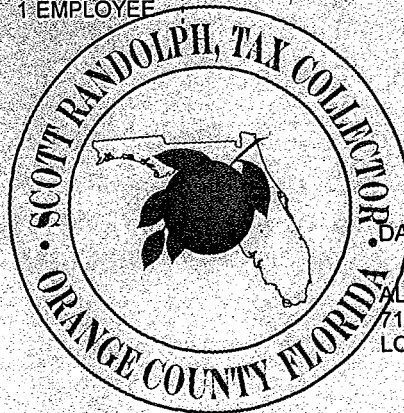
EXPIRES 9/30/2015

3100-1132194

3100 DRAIN & PIPE CLEANING \$30.00

1 EMPLOYEE

TOTAL TAX \$30.00
PREVIOUSLY PAID \$30.00
TOTAL DUE \$0.00



DALGARNO KEVIN

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWW ST
LONGWOOD FL 32750

4436 OLD WINTER GARDEN RD
U - ORLANDO, 32811

PAID: \$30.00 2501-00661818 9/29/2014

This receipt is official when validated by the Tax Collector.

Scott Randolph, Tax Collector Local Business Tax Receipt Orange County, Florida

Local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2013

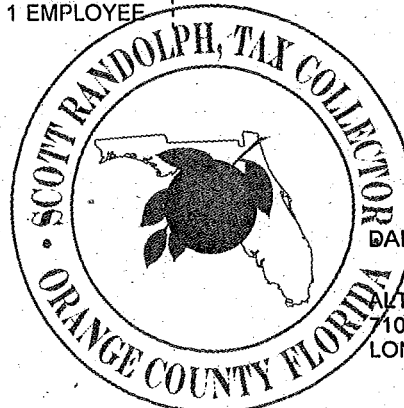
EXPIRES 9/30/2014

3100-1132194

3100 DRAIN & PIPE CLEANING \$15.00

1 EMPLOYEE

TOTAL TAX \$15.00
PREVIOUSLY PAID \$15.00
TOTAL DUE \$0.00



DALGARNO KEVIN

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWW ST
LONGWOOD FL 32750

436 OLD WINTER GARDEN RD
- ORLANDO, 32811

PAID: \$15.00 2501-00661819 9/29/2014

State of Florida

Department of State

I certify from the records of this office that ALTAIR ENVIRONMENTAL GROUP, L.L.C., is a limited liability company organized under the laws of the State of Florida, filed on June 3, 2002.

The document number of this company is L02000013946.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on January 8, 2014, and its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2014*



Ken Detjen
Secretary of State

Authentication ID: CC7473277037

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

<https://efile.sunbiz.org/certauthver.html>



2014 - 2015 8/29/14

Receipt # **15-00010028**

City of Longwood
175 W. Warren Avenue, Longwood, FL 32750

LOCAL BUSINESS TAX

LOCATION: 710 S MILWEE ST

For the Occupation:

SUBCONTRACTORS/11 TO 20 EM

ALTAIR ENVIRONMENTAL GROUP, LLC
710 S MILWEE ST
LONGWOOD FL 32750



DELGADO, KEVIN

YEAR: 10/14-09/15

DIRECTOR OF FINANCE

Paula N. Barclay

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

STATE #	SUBCONTRACTOR
CITY TAX	\$ 125.00
ADMINISTRATIVE FEE	\$ 10.00
TRANSFER FEE	\$.00
PENALTY %	\$.00
COUNTY TAX	\$ 25.00
TOTAL\$	160.00

ALTAIR ENVIRONMENTAL GROUP, LLC
710 S MILWEE ST
LONGWOOD FL 32750



CITY OF ORLANDO

DATE: December 5, 2014

TO: All Prospective Respondents

FROM: **Maureen S. Bowman, Purchasing Agent II**
Procurement and Contracts Division

SUBJECT: **IFB15-0048 Storm Sewer Cleaning and Inspection Project STW0003_P**
Addendum No. One (1)

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

CLARIFICATIONS TO SOLICITATION

A. The Pre-Bid Conference held on November 21, 2014 was **Non**-Mandatory.

B. **Bid Security:**

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

- C. **FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. As indicated in the solicitation, questions received after 12:00 p.m. on December 1, 2014 will not be given any consideration.

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

Respondents are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Altair Environmental Group
NAME OF BUSINESS

BY: Don Layton 12/5/14
SIGNATURE/DATE

Donald Layton Project Development
NAME & TITLE, TYPED OR PRINTED

710 South Milver Street
MAILING ADDRESS

Longwood, FL 32750
CITIES, STATE, ZIP CODE

(407) 339-7134 407-339-6618(F)
AREA CODE WITH TELEPHONE and FAX NUMBERS



Utility System Services

Inspection • Evaluation • Maintenance • Rehabilitation

12/11/14

**City of Orlando
Storm Sewer Cleaning and Inspection
IFB15-0048**

To Whom It May Concern,

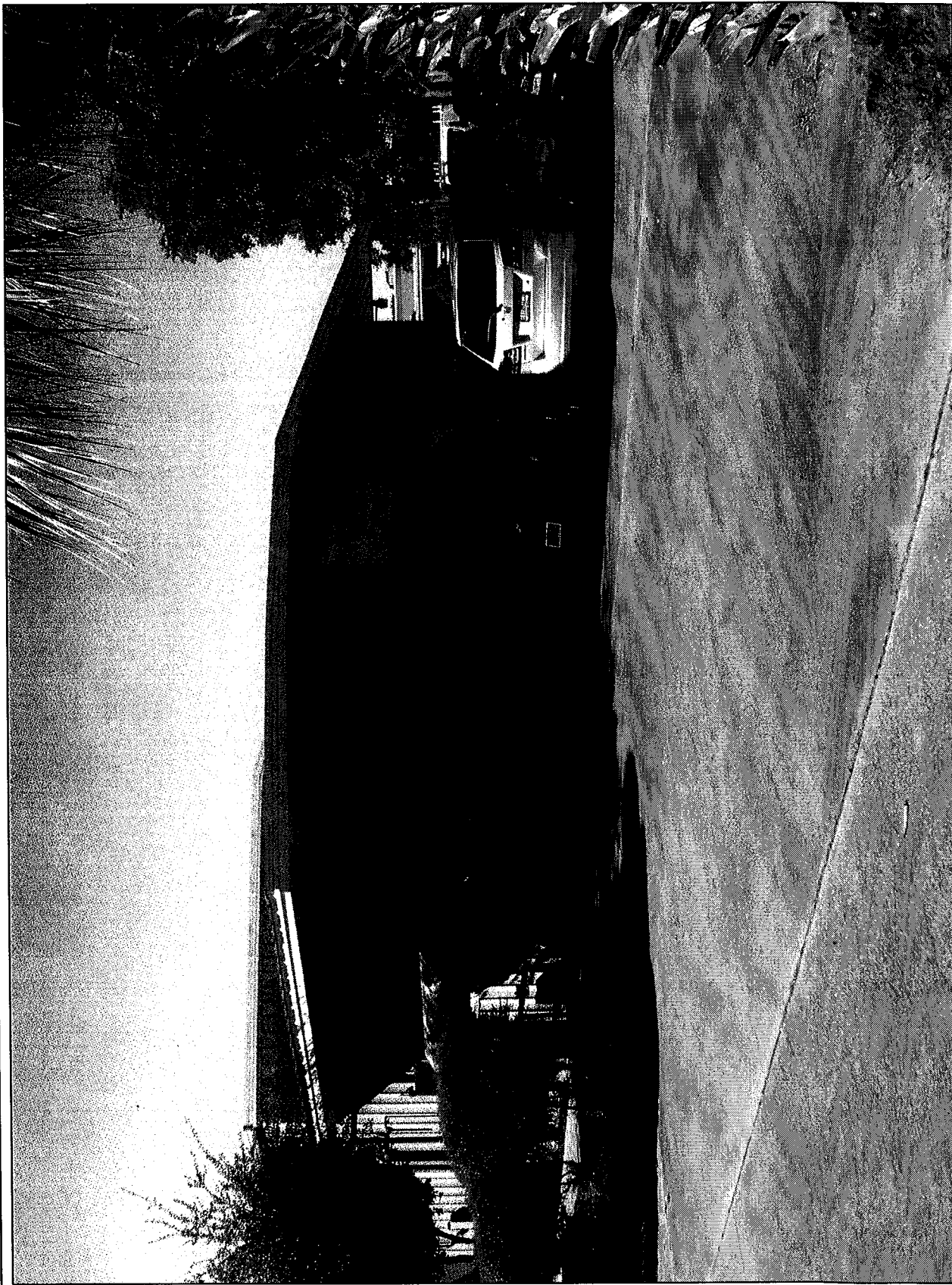
Please find, attached, a complete listing of Altair Environmentals equipment including an overall list, actual State of Florida vehicle registrations and a sampling of equipment photographs. This submittal shall address the Specification requirement page #9, Item B9 Minimum Requirements, Item 3 B, "Bidder must provide proof of the possession of acceptable vehicles and equipment with their bid submittal. Proof may include any of the following with the location address shown: photo's, descriptions, proof of ownership or leasing company contract." In addition Altair has included a copy of the State of Florida corporate charter, local business tax certificate(City of Longwood and Orange County) and State of Florida General Contractor license #CGC060385.

Altair Environmental Group, L.L.C.

710 South Milwee Street • Longwood • Florida 32750-5150

Telephone: 407-339-7134 • Fax: 407-339-6618

E-Mail: admin@altairenvironmental.com Website: www.altairenvironmental.com



ALTAIR VEHICLES

12/9/2014

	YEAR	MAKE	MODEL	VIN#	Registration Expiration	GVWR	TAG#
VACONS							
C-17 (Vactor)	2011	INT'L	MaxProce 10	1HTWNAZTXBJ334244	12/31/2013	66,000	N4155S
C-19 (VacCon)	2012	FREIGHTLINER	M2106V	1FVHC3BS4CHBJ4249	12/31/2013	60,000	N8656S
C-20 (VacCon)	2012	INT'L	7500	1HTWPAZT9CJ601630	12/31/2013	60,000	N2213T
TV/GROUT							
TS-9 (Cues)	2005	CHEVY	C4500	1G8E4V1E65F511836	12/31/2013	17,500	CXUR56
TS-10 (Cues)	2006	FORD	F550	1FDAF56P96EDO8862	12/31/2013	11,440	W842YD
TV ONLY							
TV-11 (Aries)	2012	NISSAN	NV2500 Hi Top	1N6BFOLY6CN102609	12/12/2013	5,811	750XAK
TV-12 (Cues)	2005	CHEVY	C5500	1G8E5V1275F528700	12/12/2013	14,505	BKYT44
TRUCKS							
V-10 (Cargo Van)	2009	FORD	E350	1FTNE24W79DA43421	12/31/2014	5,480	A597NU
V-11 (Cargo Van)	2009	FORD	E351	1FTNE24W59DA45152	12/31/2014	8,999	J457VA
V-12 (Cargo Van)	2012	NISSAN	NV2500	1N6BF0KY2CN117156	12/31/2014	5,681	BKNH17
V-13 (PU Truck)	2012	FORD	F250	1FT7W2A67CEC85556	12/31/2014	10,000	E794UW
V-14 (Cargo Van)	2014	NISSAN	NV2500	1N6BF0KY9EN108036	12/31/2015	5,681	L591DG
MGR VEHICLES			USER				
Santa Fe	2010	Hyundai		5NMSG3ABXAH339341	6/30/2015	3725	BKYT46
Prius	2011	Toyota	D Layton	JTDKN3DUOB1337659	6/30/2015	2965	CPBH54

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



C-17

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734722613
 B# 766784

PLATE **N4155S** DECAL **16244476** Expires **Midnight Tue 12/31/2013**

YR/MK	2011/INTL	BODY	TK	COLOR	WHI	Reg. Tax	1,112.65	Class Code	41
VIN	1HTWNAZTXBJ334244			TITLE	105776282	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	40180	GVW	66000	County Fee	3.00	Back Tax Mos	
DL/FEID	680509371-01					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	2/4/2011			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	1115.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

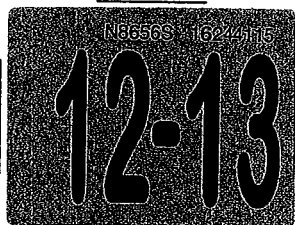
IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

TUR - TRUCKS WITH TWO PLATES

Vector Sewer Cleaning
Ris

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



C-19

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734721770
 B# 766784

PLATE **N8656S** DECAL **16244115** Expires **Midnight Tue 12/31/2013**

YR/MK	2012/FRHT	BODY	TK	COLOR	WHI	Reg. Tax	948.65	Class Code	41
VIN	1FVHC3BS4CHBJ4249			TITLE	107209063	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	16238	GVW	60000	County Fee	3.00	Back Tax Mos	
DL/FEID	592029147-01					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	3/29/2012			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	951.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

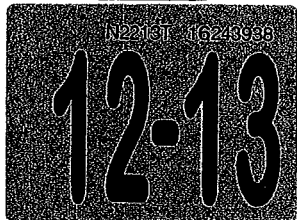
IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

TUR - TRUCKS WITH TWO PLATES

VacCon Sewer Cleaning
Ris

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



C-20

Mail To:

ALTAIR ENVIRONMENTAL GROUP
710 S MILWEE ST
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734721283
 B# 766784

PLATE **N2213T** DECAL **16243938** Expires **Midnight Tue 12/31/2013**

YR/MK	2012/VACN	BODY	TK	COLOR	WHI	Reg. Tax	948.65	Class Code	41
VIN	1HTWPAZT9CJ601630			TITLE	108876156	Init. Reg.		Tax Months	12
Plate Type	TUR	NET WT	35000	GVW	60000	County Fee	3.00	Back Tax Mos	
DL/FEID	680509371-02					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	5/10/2012			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	951.65		

ALTAIR ENVIRONMENTAL GROUP
710 S MILWEE ST
LONGWOOD, FL 32750

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

TUR - TRUCKS WITH TWO PLATES

VacCon Sewer Cleaning
Rig

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



TS9

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3 T# 734720580
B# 766784

PLATE	C795LC	DECAL	16243645	Expires	Midnight Tue 12/31/2013				
YR/MK	2005/CHEV	BODY	VN	COLOR	WHI	Reg. Tax	209.65	Class Code	41
VIN	1GBE4V1E65F511836			TITLE	93715733	Init. Reg.		Tax Months	12
Plate Type	RGR	NET WT	8600	GVW	17500	County Fee	3.00	Back Tax Mos	0
DL/FEID	680509371-01					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	8/4/2005			Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	212.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

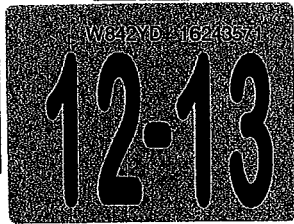
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGR - FLORIDA REGULAR

TV/Graut Rig Cues

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



TS10

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734720438

B# 766784

PLATE **W842YD** DECAL **16243571** Expires **Midnight Tue 12/31/2013**

YR/MK	2006/FORD	BODY	TK	COLOR	WHI	Reg. Tax	209.65	Class Code	41
VIN	1FDAF56P96ED08862			TITLE	96681762	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	11440	GVW	19999	County Fee	3.00	Back Tax Mos	0
DL/FEID	592029147-01					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	9/12/2006			Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	212.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

IMPORTANT INFORMATION

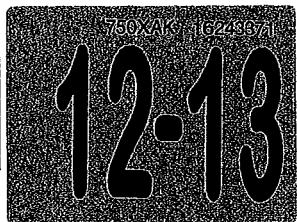
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGS - SUNSHINE STATE

TV/Grout Rig Cues

INSTRUCTIONS FOR AFFIXING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



TU 11

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

**ALTAIR ENVIRONMENTAL GROUP LLC, KEVIN
DALGARNO
710 S MILWEE STREET
LONGWOOD, FL 32750**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734719961
B# 766784

PLATE **750XAK** DECAL **16243371** Expires **Midnight Tue 12/31/2013**

YR/MK	2012/NISS	BODY	VN	COLOR	WHI	Reg. Tax	110.40	Class Code	41
VIN	1N6BF0LY6CN102609			TITLE	108083782	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	5811	GVW	7000	County Fee	3.00	Back Tax Mos	0
DL/FEID	680509371-01			2ND DL#	D426500611390	Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	5/26/2009			Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	113.40		

**ALTAIR ENVIRONMENTAL GROUP LLC, KEVIN
DALGARNO
710 S MILWEE STREET
LONGWOOD, FL 32750**

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGS - SUNSHINE STATE

TV Rig Arics

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



TV12

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA TRUCK/TRACTOR REGISTRATION

CO/AGY 17 / 3

T# 734720385
 B# 766784

PLATE **BKYT44** DECAL **16243548**

Expires **Midnight Tue 12/31/2013**

YR/MK **2005/CHEV** BODY **TR**
 VIN **1GBE5V1275F528700**
 Plate Type **RGS** NET WT **14505**

COLOR **WHI**
 TITLE **94880245**
 GVW **19500**

Reg. Tax	209.65	Class Code	41
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	0
Mail Fee		Credit Class	
Sales Tax		Credit Months	0
Voluntary Fees			
Grand Total	212.65		

DL/FEID **680509371-01**
 Date Issued **12/13/2012** Plate Issued **6/29/2012**

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGS - SUNSHINE STATE

TV Rig Cues

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



V-10

Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734720203
 B# 766784

PLATE **A597NU** DECAL **16243472** Expires **Midnight Tue 12/31/2013**

YR/MK **2009/FORD** BODY **VN** COLOR **WHI**
 VIN **1FTNE24W79DA43421** TITLE **104996879**
 Plate Type **RGR** NET WT **5480** GVW **8999**

DL/FEID **592029147-01**
 Date Issued **12/13/2012** Plate Issued **12/6/2004**

Reg. Tax	125.65	Class Code	41
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	0
Mail Fee		Credit Class	
Sales Tax		Credit Months	0
Voluntary Fees			
Grand Total	128.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE ST
LONGWOOD, FL 32750-5150

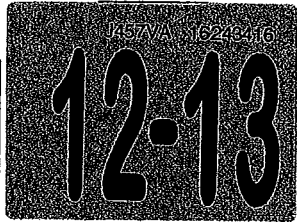
IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGR - FLORIDA REGULAR

Support Van

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 3

T# 734720062
 B# 766784

PLATE **J457VA** DECAL **16243416** Expires **Midnight Tue 12/31/2013**

YR/MK	2009/FORD	BODY	VN	COLOR	WHI	Reg. Tax	125.65	Class Code	41
VIN	1FTNE24W59DA45152			TITLE	104996826	Init. Reg.		Tax Months	12
Plate Type	RGR	NET WT	5460	GVW	8999	County Fee	3.00	Back Tax Mos	0
DL/FEID	680509371-01					Mail Fee		Credit Class	
Date Issued	12/13/2012	Plate Issued	12/12/2007			Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	128.65		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGR - FLORIDA REGULAR

**Support
 Van**

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

ALTAIR ENVIRONMENTAL GROUP
710 S MILWEE ST
LONGWOOD, FL 32750

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

V-12

CO/AGY 69/09

T# 734398263

B# 64871609

FLORIDA VEHICLE REGISTRATION

PLATE	AVY3727	DECAL		Expires	Midnight	01/09/13	
YR/MK	2012 / NISS	BODY	VM	COLOR	WHI	Reg. Tax	2.00
VIN	1N6BF0KY2CN117156			TITLE		Init. Reg.	Class Code 13
Plate Type	TDL	NET WT				County Fee	Tax Months
DL/FEID	68050937102					Mail Fee	Back Tax Mos
Date Issued	12/11/12	Plate Issued	12/11/12			SalesTax	Credit Class
						Voluntary Fees	Credit Months
						Grand Total	2.00

Mail To:

ALTAIR ENVIRONMENTAL GROUP
710 S MILWEE ST
LONGWOOD, FL 32750

IMPORTANT INFORMATION

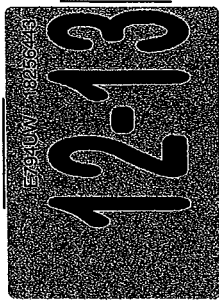
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

TDL-PRINT ON DEMAND TEMP PLATE PLATE ISSUED X

Support Van

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

V-13

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 7 / 80 T# 751607504 B#

FLORIDA VEHICLE REGISTRATION

PLATE E794UW DECAL 18256443 Expires Midnight Tue 12/31/2013

YR/MK	2012/FORD	BODY	TK	COLOR	WHI	Reg. Tax	81.95	Class Code	41
VIN	1FT7W2A67CEC85556	NET WT	6289	TITLE	111607837	Init. Reg.		Tax Months	9
Plate Type	RGR			GVW	6389	County Fee	3.00	Back Tax Mos	
DL/FEID	680509371-01					Mail Fee		Credit Class	
Date Issued	4/22/2013	Plate Issued	5/26/2006	TRANSFER:	X	Sales Tax		Credit Months	3
						Voluntary Fees			
						Grand Total	84.95		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

RGR - FLORIDA REGULAR

Support Pick-up

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

346333

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

ALTAIR ENVIRONMENTAL GROUP L, KEVIN DALGARNO
710 SOUTH MILWEE ST
LONGWOOD, FL 32750

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

PLATE L591DG DECAL 14750743 Expires Midnight Thu 12/31/2015

YR/MK	2014/NISS	BODY	VN	COLOR	WHI	Reg. Tax	132.57	Class Code	41
VIN	1N6BF0KY9EN108036	NET WT	5740	TITLE	GVW	Init. Reg.		Tax Months	14
Plate Type	RGR					County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
Date Issued	10/24/2014	Plate Issued	3/10/2008	2ND DL#	D426500611390	Voluntary Fees			
				TRANSFER:	X	Grand Total	135.57		

CO/AGY 17 / 80

T# 825238772

B#

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

ALTAIR ENVIRONMENTAL GROUP L, KEVIN DALGARNO
710 SOUTH MILWEE ST
LONGWOOD, FL 32750

RGR - FLORIDA REGULAR

Support van

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Santa Fe

Mail To:
ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 2

T# 808599010
 B# 1348426

PLATE **BKYT46** DECAL **09243208** Expires **Midnight Tue 6/30/2015**

YR/MK	2010/HYUN	BODY	UT	COLOR	SIL	Reg. Tax	68.15	Class Code	1
VIN	5NMSG3ABXAH339341			TITLE	103524023	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	3725			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	680509371-01					Sales Tax		Credit Months	
Date Issued	6/25/2014	Plate Issued	6/29/2012			Voluntary Fees			
						Grand Total	71.15		

ALTAIR ENVIRONMENTAL GROUP LLC
710 S MILWEE STREET
LONGWOOD, FL 32750

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

Support Vehicle

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
ALTAIR ENVIRONMENTAL GROUP INC
710 S MILWEE ST
LONGWOOD, FL 32750

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 17 / 2 T# 808598908
 B# 1348426

PLATE **CPBH54** DECAL **09243139** Expires **Midnight Tue 6/30/2015**

YR/MK	2011/TOYT	BODY	5D	COLOR	WHI	Reg. Tax	54.65	Class Code	1
VIN	JTDKN3DU0B1337659			TITLE	105906953	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	2965			County Fee	3.00	Back Tax Mos	
DL/FEID	-					Mail Fee		Credit Class	
Date Issued	6/25/2014	Plate Issued	2/20/2014			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	57.65		

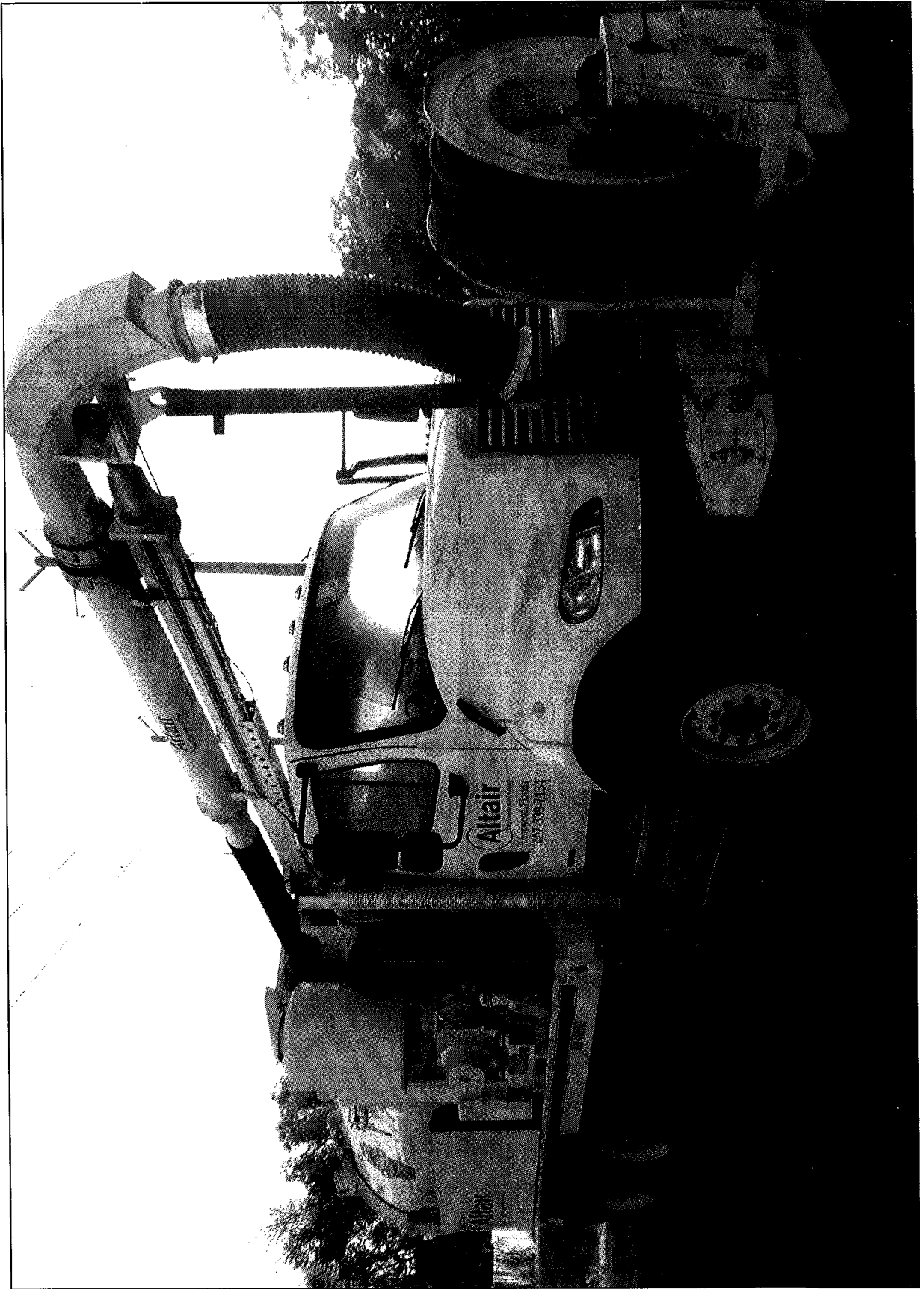
ALTAIR ENVIRONMENTAL GROUP INC
710 S MILWEE ST
LONGWOOD, FL 32750

IMPORTANT INFORMATION

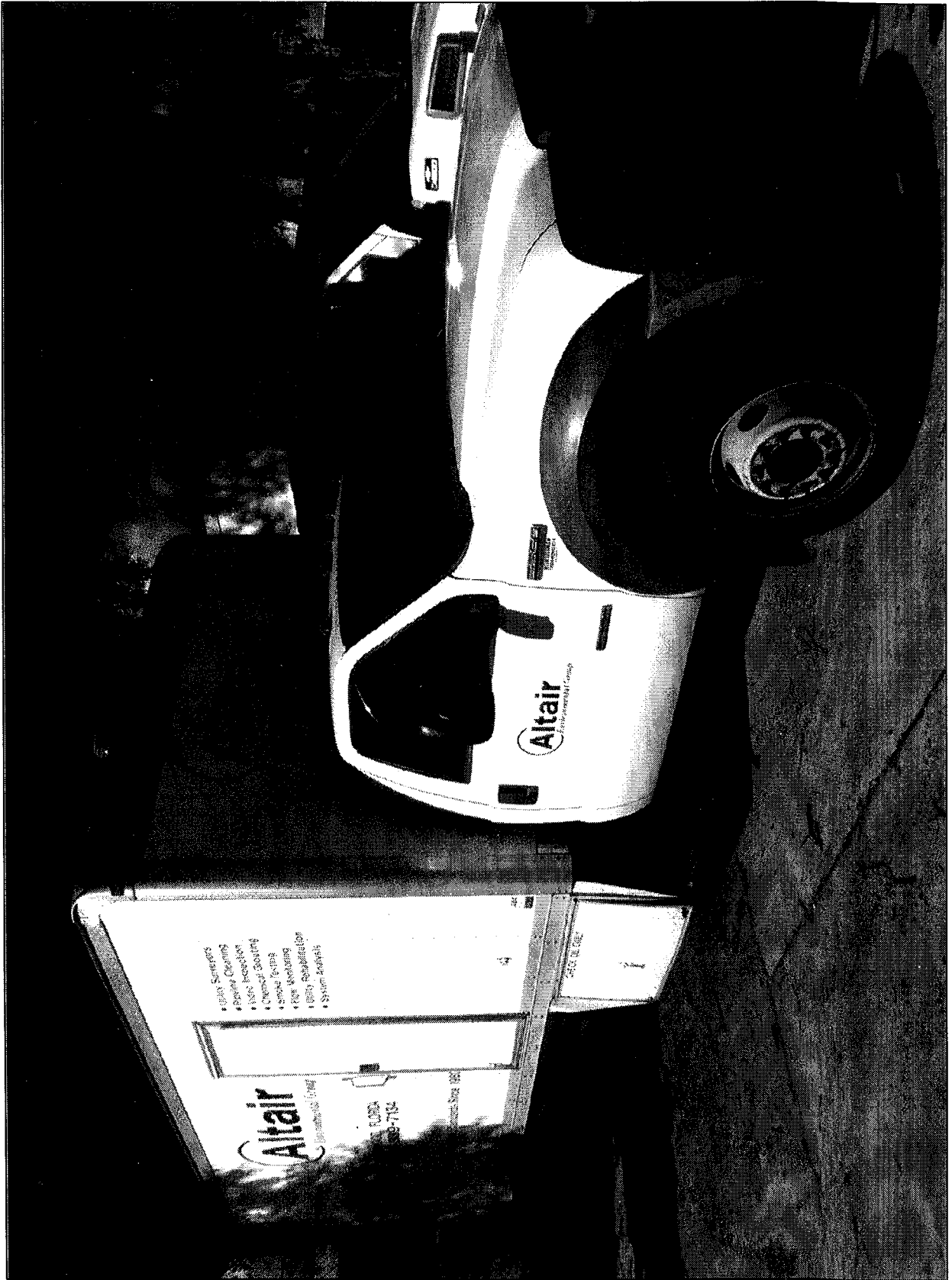
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

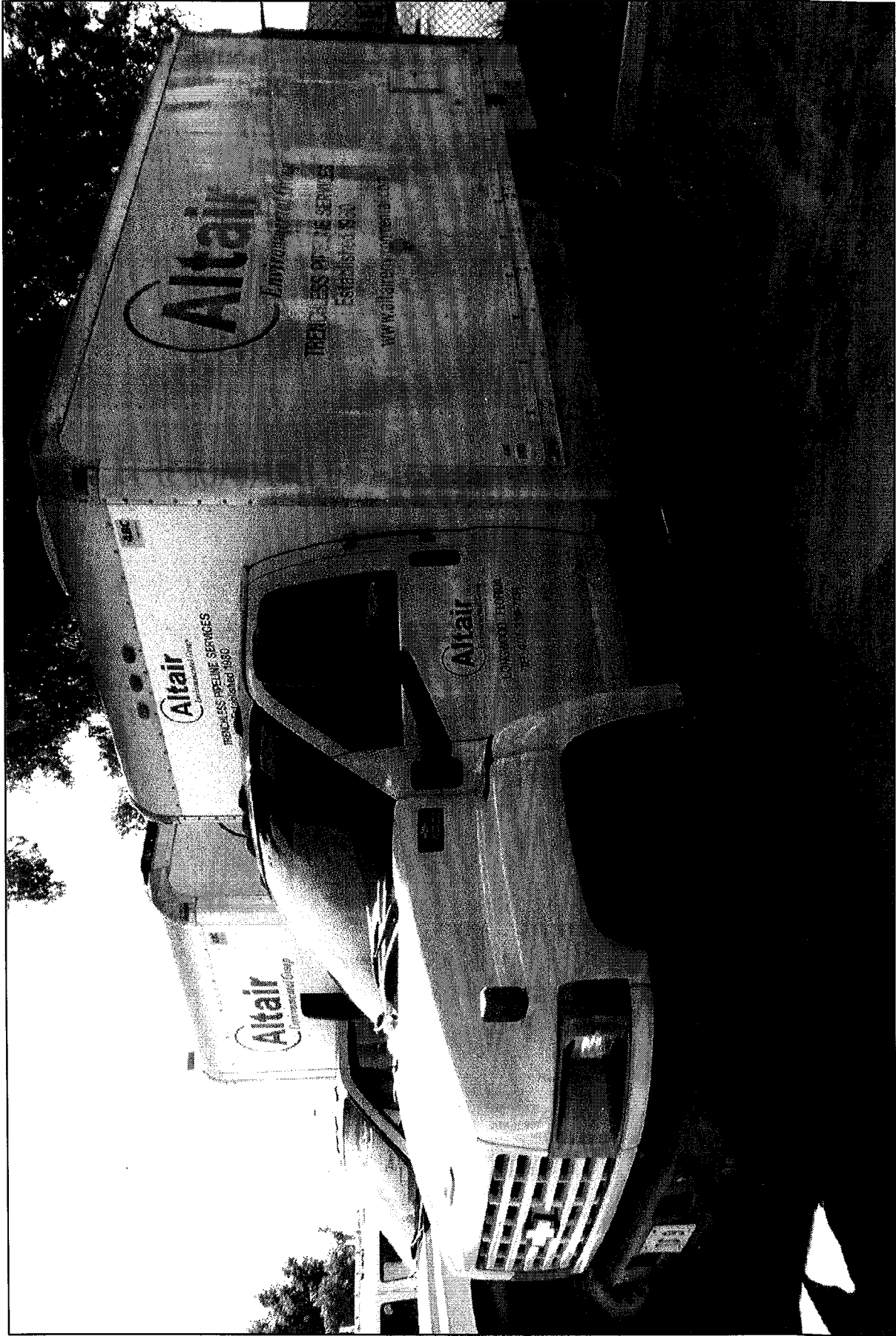
RGS - SUNSHINE STATE

support vehicle

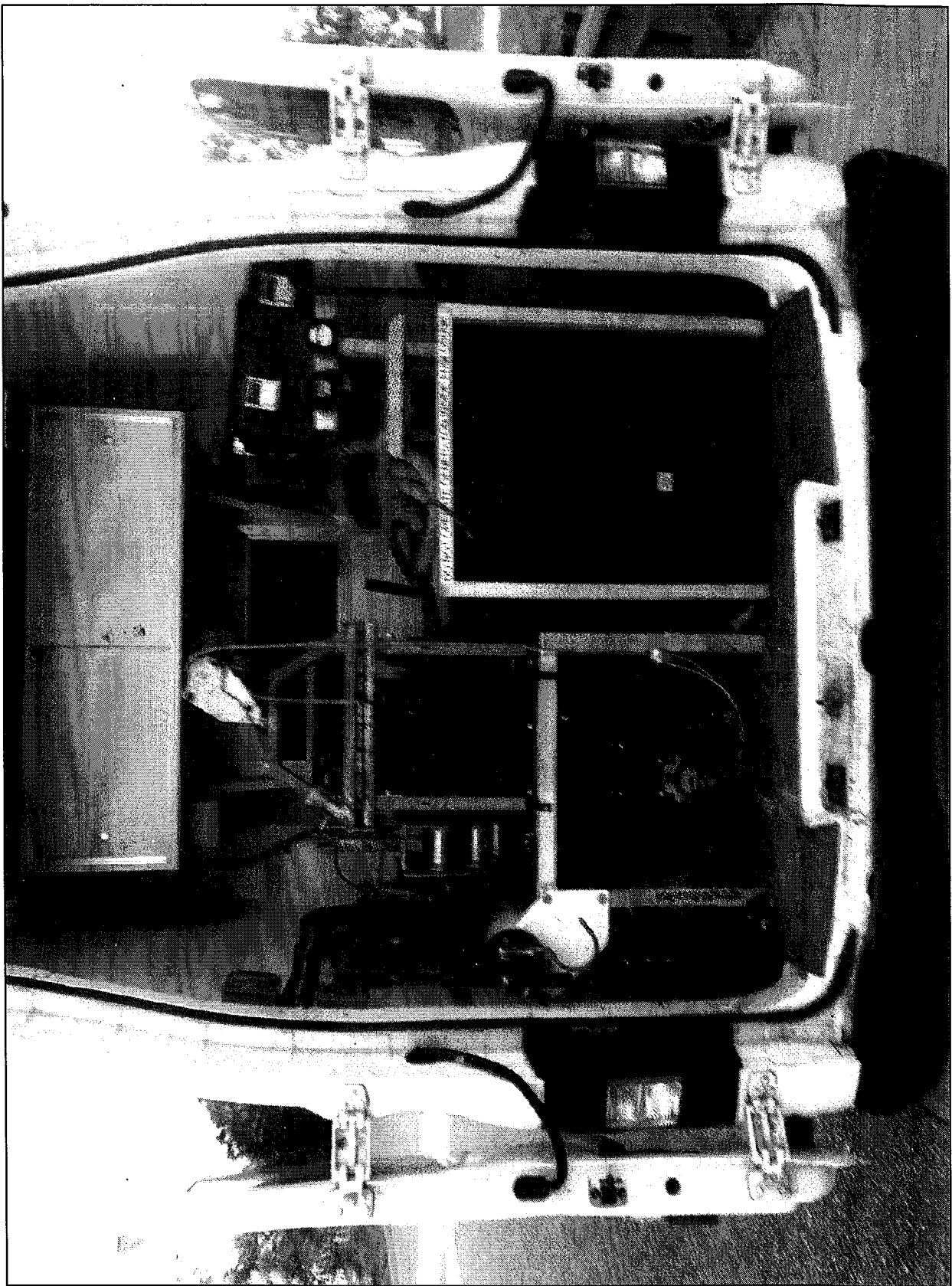
















Mayor
Buddy Dyer



Chief Procurement Officer
David Billingsley, CPSM, C.P.M.

**CITY OF ORLANDO
INVITATION FOR BID (IFB)**

DATE OF ISSUE: NOVEMBER 13, 2014

IFB DUE DATE: December 11, 2014

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
*Bid opening to be held at the Agenda Conference Room,
2nd Floor, City Hall.*

IFB TITLE: STORM SEWER CLEANING AND INSPECTION

IFB NO: IFB15-0048
*(IFB NUMBER MUST BE PLACED ON FRONT OF
ENVELOPE)*

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Maureen S. Bowman, Purchasing Agent II
Phone: (407) 246-2363
Email: TeamC@cityoforlando.net

BUSINESS NAME & ADDRESS

B+D Waterblasting Co. Inc
DBA B+D Enterprises
Business Name

215 Old Sanford Oviedo Rd
Address

Winter Springs FL 32708
City, State, Zip

Donald Hess Jr (407) 542-8739
Contact Person / Telephone Number

**THIS BID USES AN ELECTRONIC
BID PRICE FORM (EXCEL DOC)**

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the City's Procurement and Contracts Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement and Contracts Division not later than ten (10) days prior to the bid closing date.

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bid which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bid.

- ✓ _____ Solicitation Cover Page.
- ✓ _____ Invitation for Bid Price Form(s) (Unit Price and Total Price Columns completed).
- ✓ _____ Bidder's Certification, signed and notarized.
- ✓ _____ Bidder's Questionnaire.
- ✓ _____ Contract and Acceptance Form.
- ✓ _____ Minority/Women Owned Business Enterprise Participation Form. **(If applicable)**
- ✓ _____ Veteran Business Enterprise Participation Form. **(If applicable)**
- ✓ _____ Addendum Acknowledgment Form: **It is the bidder's responsibility to contact the City's Procurement and Contracts Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)**

Special Items:

- ✓ _____ 1. Bid Security 10%
- _____ 2. _____
- _____ 3. _____

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received at least ten (10) days prior to the solicitation due date.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bid, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/Contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

B+D Waterblasting DBA B+D
NAME OF BUSINESS Enterprise

BY: Donald Hess Jr
SIGNATURE

Donald Hess Jr V/P
NAME & TITLE, TYPED OR PRINTED

215 Old Sanford Overlook
MAILING ADDRESS

Winter Springs FL 32788
CITY, STATE, ZIP CODE

407-542-8739
TELEPHONE NUMBER

407-542-8736
FAX NUMBER

donh@bndenterprises.com
E-MAIL ADDRESS

State of Florida
County of Seminole

Sworn to (or affirmed) and subscribed before me
this 11 day of December, 20 14, by
Michael Pasquarello

Michael Pasquarello
Signature of Notary

Notary Public, State of Florida

Personally Known
-OR-

Produced Identification _____

Type: _____

Company Tax ID # 59-3754655
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)



MICHAEL PASQUARELLO
MY COMMISSION # EE 869076
EXPIRES: February 23, 2017
Bonded Thru Budget Notary Services

CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB15-0048 :

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

State of Florida
County of SeminoleDonald Hess Jr V/P
NAME & TITLE, TYPED OR PRINTEDSworn to (or affirmed) and subscribed before me
this 11 day of December, 2014 by
Michael PasquarelloBID Enterprises
NAME OF BUSINESSMichael Pasquarello
Signature of Notary215 Old Sanford Oriedo Rd
MAILING ADDRESSNotary Public, State of FloridaWinter Springs FL 32708
CITY, STATE, ZIP CODEPersonally Known (circle if applicable)

-OR-

MICHAEL PASQUARELLO
MY COMMISSION # EE 869076
EXPIRES: February 23, 2017
Bonded Thru Budget Notary ServicesPHONE: (407) 542-8739

Produced Identification: _____

FAX: (407) 542-8736

Type of Identification: _____

E-MAIL: donh@bndenterprises.com**FOR USE BY THE CITY OF ORLANDO ONLY**This contract is awarded to the party listed above as a: Primary Supplier: _____ Secondary Supplier: ☒This contract is for: All Item Numbers: ☒ or Item Numbers: _____INITIAL CONTRACT TERM: 2/10/15 to 2/9/16**ACCEPTANCE:**

CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.By: [Signature]
Chief Procurement Officer[Signature]
Assistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: March 2, 2015Date: February 26, 2015

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** B+D Waterblasting DBA B+D Enterprises

Address of Principal Place of Business: 215 Old Sanford Oviedo Rd

City/State/Zip: Winter Spring FL 32708

Phone: 407-542-8739

Fax: 407-542-

Name of primary Contact: Donald Hess Jr

Email: donh@brcenterprises

2. **TYPE OF ORGANIZATION:**

☐ Sole Proprietorship

☐ Partnership

☐ Non-Profit

☐ Joint Venture

☒ Corporation

☐ Other: _____

State of Formation: Florida Federal ID # 59-3754655 DUNS # 131025228
(The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** Donald Hess Jr

Phone: 407-542-8739 Fax: 407-542-8736 Cell: 407-402-4829

4. **INSURANCE COMPANY NAME:** Lassiter Ware

Agent Contact: Fernando Juarez

Phone: 407-628-3441

5. **EXPERIENCE:**

A. Years in business: 34 years

B. Years in business under this name: 13 years

C. Years performing this type of work: 8 years

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name

Type of Work

M/WBE

VBE Certified?

City Certified? (Y or N)

(Y or N)

Henderson Wilder

Grout Injection

N

N

7. **LOCAL SERVICE FACILITY, IF APPLICABLE:**

A. Name of local service center: _____

B. Address of local service center: _____

C. County local service center is located in: _____
 D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: 0 %
 B. Is your product packaged/shipped in material containing recycled content? Yes _____ No X
 C. Is your product recyclable after it has reached its intended end use? Yes _____ No X

9. ADDITIONAL INFORMATION:

- A. FOB Point Destination
 B. Discount Payment Terms (if any): 2 %, if paid within 10 days after receipt of invoice.
 C. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
X Yes _____ No
 D. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? X Yes _____ No

10. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: City of Orlando Public Works
 Address: 1030 Woods Ave
 Telephone No.: 407-246-2289 Fax No.: 407-246-4080
 Contact: Howard Elkin
 E-mail: howard.elkin@cityoforlando.net
 Projects/Contracts/Work Orders (List project name, date completed and value of project):

<u>Citrus Bowl + Rio Grande</u>	<u>2/9/14</u>	<u>35K</u>
<u>Edgewater Drive</u>	<u>12/9/12</u>	<u>24K</u>
<u>Clay Street</u>	<u>2/9/14</u>	<u>5K</u>

Reference #2:

Name: Jr Davis Const
 Address: 210 South Hoagland Blvd
 Telephone No.: 407-870-0066 Fax No.: 407-870-7743
 Contact: Jr Davis
 E-mail: JrDavis@Jr-Davis.com
 Projects/Contracts/Work Orders (List project name, date completed and value of project):

<u>Tavistock Blvd</u>	<u>2012-2013</u>	<u>60K</u>
<u>Oceola Parkway</u>	<u>2014</u>	<u>54K</u>
<u>Eastwest Connector</u>	<u>2012</u>	<u>211K</u>

Reference #3:Name: City of Winter Springs Storm DeptAddress: 1126 East SR 434 Winter Springs FL 32708Telephone No.: 407-327-5977 Fax No.: _____Contact: Zynka PerezE-mail: z.perez@winterspringsfl.org

Projects/Contracts/Work Orders (List project name, date completed and value of project): _____

<u>Pearl Rd</u>	<u>12/5/14</u>	<u>5K</u>
<u>Chestnut Rd</u>	<u>7/14/14</u>	<u>3K</u>
<u>Pearl Rd</u>	<u>10/20/14</u>	<u>3K</u>

Reference #4:Name: Prince ContractingAddress: 10210 Highland Manor Dr Tampa FL 33610Telephone No.: 407-374-2931 Fax No.: 407-614-4827Contact: Sean IrelandE-mail: S+Ireland@Prince-sdc.com

Projects/Contracts/Work Orders (List project name, date completed and value of project): _____

<u>HW50 + HW27</u>	<u>4/14/13</u>	<u>12K</u>
<u>HW 50 Clermont</u>	<u>2/4/13</u>	<u>25K</u>
<u>HW50 Winter Garden</u>	<u>8/10/12</u>	<u>56K</u>

10. CCTV NAME AND VERSION:

The Contractor shall include the name and version number of the CCTV software in their bid, and certify that it will provide DVD videos in a format compatible with Microsoft software running on the Windows 7OS.

POSM 1.8.156

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB15-0048 **DATE SUBMITTED:** _____

SOLICITATION TITLE: STORM SEWER CLEANING AND INSPECTION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: NA

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: NA

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>12/5/14</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

BAD Enterprises
Company

[Signature]
Signature

V/P
Title



CITY OF ORLANDO

DATE: December 5, 2014

TO: All Prospective Respondents

FROM: Maureen S. Bowman, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: IFB15-0048 Storm Sewer Cleaning and Inspection Project STW0003_P
Addendum No. One (1)

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

CLARIFICATIONS TO SOLICITATION

A. The Pre-Bid Conference held on November 21, 2014 was **Non**-Mandatory.

B. **Bid Security:**

Bid Security shall be made payable to City, in an amount equal to ten percent of the bidder's Total Base Bid in the form of a certified check, cashier's check, or a Bid Bond issued by a Surety that is licensed to conduct business in the State of Florida and has at least an "A-" rating in accordance with the most current A.M. Best Company financial strength rating.

The Bid Security of the low bidder shall be retained until such time as the City has executed and provided the awarded bidder with the Contract and Acceptance Form, and the bidder has furnished the required contract security, any insurance certificates and endorsements, whereupon it will be returned. If the low bidder fails to comply with the solicitation requirements, or to furnish any required contract security or required insurance certificates and endorsements, within seven (7) days of the notification of intended award, the City may cancel the intended award and the Bid Security of that bidder may be forfeited up to the difference between the total bid of the forfeited bidder and the next lowest bidder.

The Bid Security of all other bidders may be retained until the earlier of thirty (30) days after execution of the Contract and Acceptance Form or ninety (90) days after bid opening, whichever occurs first.

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

- C. **FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. As indicated in the solicitation, questions received after 12:00 p.m. on December 1, 2014 will not be given any consideration.

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

***** NOTE: BID PRICE FORM MUST BE SUBMITTED IN EXCEL ON A BLANK CD OR FLASH DRIVE WITH A HARD COPY. *******BID PRICE FORM****You are invited to Bid on the following: IFB15-0048 Storm Sewer Cleaning and Inspection**

THE BIDDER, HAVING EXAMINED CAREFULLY THE SPECIFICATIONS, TERMS AND CONDITIONS HEREIN, PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND OTHER ITEMS, FACILITIES AND SERVICES, WITHOUT EXCEPTIONS FOR THE PROPER EXECUTION AND COMPLETION OF THE CONTRACT, AND IF AWARDED THE CONTRACT, TO COMPLETE THE SAID WORK WITHIN TIME LIMITS AS SPECIFIED FOR THE FOLLOWING BID PRICES.

BIDDERS MUST BID ON ALL LINE ITEMS.**B&D Waterblasting DBA B%D Enterprises**

↑(Vendor Name)↑

Winter Springs Fl. 32708

↑(City, State, Zip)↑

GROUP I - Storm Sewer Cleaning

1	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 15 inch thru 24 inch	1000	LF	\$3.50		\$3,500.00
2	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 30 inch thru 48 inch	1000	LF	\$4.50		\$4,500.00
3	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 54 inch thru 78 inch	1000	LF	\$6.50		\$6,500.00
4	Light to Medium Cleaning (debris & sediment fills 0% to 29% of diameter) pipe sizes 84 inch thru 108 inch	1000	LF	\$6.50		\$6,500.00
5	Heavy Cleaning (debris & sediment fills 30% to 100%) pipe sizes 15 inch thru 24 inch	1000	LF	\$5.50		\$5,500.00
6	Heavy Cleaning (debris & sediment fills 30% to 100%) 30 inch thru 48 inch	1000	LF	\$7.50		\$7,500.00
7	Heavy Cleaning (debris & sediment fills 30% to 100%) 54 inch thru 78 inch	1000	LF	\$9.50		\$9,500.00

Heavy Cleaning (debris & sediment fills 30% to 100%)						
8	84 inch thru 108 inch	500	LF	\$9.50		\$4,750.00
9	Hourly rate to remove and clean debris and materials from Stormwater Structures	80	Hour	\$100.00		\$8,000.00
10	Hourly rate for after hour response to remove blockage from storm drains using Vacator Trucks	80	Hour	\$100.00		\$8,000.00
GROUP II - Storm Line Plugs						
11	Pipes sizes from 15 inch thru 24 inch					
11a	Per Day	5	EA	\$25.00		\$125.00
11b	7 Day Period minimum	2	EA	\$25.00		\$50.00
11c	30 Day Period minimum	1	EA	\$25.00		\$25.00
12	Pipes sizes from 30 inch thru 48 inch					
12a	Per Day	5	EA	\$200.00		\$1,000.00
12b	7 Day Period minimum	2	EA	\$200.00		\$400.00
12c	30 Day Period minimum	1	EA	\$200.00		\$200.00
13	Pipes sizes from 54 inch thru 78 inch					
13a	Per Day	5	EA	\$600.00		\$3,000.00
13b	7 Day Period minimum	2	EA	\$1,200.00		\$2,400.00
13c	30 Day Period minimum	1	EA	\$2,800.00		\$2,800.00
14	Pipes sizes from 84 inch thru 108 inch					
14a	Per Day	5	EA	\$600.00		\$3,000.00
14b	7 Day Period minimum	2	EA	\$1,200.00		\$2,400.00
14c	30 Day Period minimum	1	EA	\$2,800.00		\$2,800.00
GROUP III - Storm Sewer Video Inspection/Recording						
15	Video Inspection/Recording of pipe sizes from 15 inch thru 24 inch	1000	LF	\$2.00		\$2,000.00
16	Video Inspection/Recording of pipe sizes from 30 inch thru 48 inch	1000	LF	\$2.00		\$2,000.00
17	Video Inspection/Recording of pipe sizes from 54 inch thru 78 inch	1000	LF	\$1.00		\$1,000.00
18	Video Inspection/Recording of pipe sizes from 84 inch thru 108 inch	1000	LF	\$1.00		\$1,000.00

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

GROUP IV - Joint Repair (Chemical Grout)

19	4 joints or less - 15 inch (Unit Price is per joint.)	1	EA	\$25.00	\$25.00
20	5 joints or more - 15 inch (Unit Price is per joint.)	1	EA	\$150.00	\$150.00
21	4 joints or less - 18 inch (Unit Price is per joint.)	1	EA	\$25.00	\$25.00
22	5 joints or more - 18 inch (Unit Price is per joint.)	1	EA	\$150.00	\$150.00
23	4 joints or less - 24 inch (Unit Price is per joint.)	1	EA	\$25.00	\$25.00
24	5 joints or more - 24 inch (Unit Price is per joint.)	1	EA	\$150.00	\$150.00
25	4 joints or less - 30 inch (Unit Price is per joint.)	1	EA	\$25.00	\$25.00
26	5 joints or more - 30 inch (Unit Price is per joint.)	1	EA	\$225.00	\$225.00
27	4 joints or less - 36 inch (Unit Price is per joint.)	1	EA	\$25.00	\$25.00
28	5 joints or more - 36 inch (Unit Price is per joint.)	1	EA	\$250.00	\$250.00
29	4 joints or less - 42 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
30	5 joints or more - 42 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
31	4 joints or less - 48 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
32	5 joints or more - 48 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
33	4 joints or less - 54 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
34	5 joints or more - 54 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
35	4 joints or less - 60 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
36	5 joints or more - 60 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
37	4 joints or less - 66 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
38	5 joints or more - 66 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
39	4 joints or less - 72 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
40	5 joints or more - 72 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
41	4 joints or less - 84 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
42	5 joints or more - 84 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
43	4 joints or less - 96 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
44	5 joints or more - 96 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00
45	4 joints or less 108 inch (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
46	5 joints or more - 108 inch (Unit Price is per joint.)	1	EA	\$350.00	\$350.00

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

GROUP V - Internal Joint Seals (Rubber)

47	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
48	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
49	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$500.00	\$500.00
50	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
51	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$200.00	\$200.00
52	Mobilization for job with requirements of installing 11 and over internal joint seals for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$50.00	\$50.00
53	Dewatering for job with requirements of installing internal joint seals for pipe size of 24 in. to 48 in. (Unit Price is per joint.)	1	EA	\$200.00	\$200.00
54	Dewatering for job with requirements of installing internal joint seals for pipe size of 54 in. to 78 in. (Unit Price is per joint.)	1	EA	\$200.00	\$200.00
55	Dewatering for job with requirement of installing internal joint seal for pipe size of 84 in. to 108 in. (Unit Price is per joint.)	1	EA	\$200.00	\$200.00
56	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$475.00	\$475.00
57	For 24 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$475.00	\$475.00
58	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$680.00	\$680.00
59	For 30 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$680.00	\$680.00
60	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$750.00	\$750.00
61	For 36 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$750.00	\$750.00
62	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,000.00	\$1,000.00
63	For 42 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,000.00	\$1,000.00

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

64	For 48 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,100.00	\$1,100.00
65	For 48 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,100.00	\$1,100.00
66	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,180.00	\$1,180.00
67	For 54 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,180.00	\$1,180.00
68	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,250.00	\$1,250.00
69	For 66 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$950.00	\$950.00
70	For 60 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,250.00	\$1,250.00
71	For 66 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$950.00	\$950.00
72	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,500.00	\$1,500.00
73	For 72 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,500.00	\$1,500.00
74	For 78 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,300.00	\$1,300.00
75	For 78 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,300.00	\$1,300.00
76	For 84 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,450.00	\$1,450.00
77	For 84 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,450.00	\$1,450.00
78	For 90 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,550.00	\$1,550.00
79	For 90 in. host pipe, from 11 and over internal joint seals. (Unit Price is per joint.)	1	EA	\$1,550.00	\$1,550.00
80	For 96 in. host pipe, for job with requirement of 1 to 10 internal joint seals. (Unit Price is per joint.)	1	EA	\$1,610.00	\$1,610.00

Due Date: 12/11/2014 at 2:00 pm

IFB15-0048 Storm Sewer Cleaning and Inspection

[illegible]

VEHICLE LIST AND TAG #'S

Vehicle	Year	Make	Discription	Model	Color	VIN
T-1	2013	FORD	Man. Truck	F150	BLACK	1FTFW1CT4DFB16356
T-2	2005	FORD	Work Truck	F350	WHITE	1FDWF37P75EB33325
T-3	2006	Ford	Work Truck	250 4X4	WHITE	1FTSF21P46EC41330
T-6	2001	FORD	Work Truck	F150	BLACK	2FT2F072X1CA53943
T-7	2000	BERING	Work Truck	TRK	WHITE	KMFPB69B1YC008476
T-9	2001	FORD	Work Truck	F350 -	WHITE	3FTSF30S11MA68977
T-11	2012	FORD	Man. Truck	F150	WHITE	1FTMF1CM5CKD38006
T-12	2012	FORD	Man. Truck	F250	WHITE	1FTBF2A68CEA23779
T-13	2003	FORD	Man. Truck	F150	BURG	2FTRX072X3CA84030
T-14	2006	FORD	Work Truck	F350	RED	1FTWX31956EA44607
T-15	2004	FORD	Work Truck	F150	WHITE	1FTRF12W54NC07764
T-16	2007	FORD	Man. Truck	F150	BURG	1FTRF12247NA37639
T-17	1998	FORD	Work Truck	F150	BLACK	2FTZX17W7WCA74844
T-18	2014	FORD	Dons Truck	F150	RED	1FTFW1CF1EFA75454
T-19	2015	FORD	Work Truck	F250	WHITE	1FTBF2B64FEB67168
T-61	2008	FORD	Work Truck	F250	BLUE	1FTSW21R18EC08614
T-64	2011	FORD	Dons Truck	F350	BURG	1FT8W30T2BEC39274
V-1	1997	FRT LINER	Vac Truck	FL-80	BLUE	1FVXJJBB4VH714789
V-2	2007	Peterbuilt	Vac Truck	340	WHITE	2NPRLZ0X67M738021
V-3	2007	STERLING	Vac Truck	LT7500	WHITE	ZFZHATDA77AX30476
V-6	2013	FRT LINER	Vac Truck	VAC ALL	WHITE	1FVHG3DV4DHFD3050
V-7	2013	WESTERN STAR	Recycle Vac	4700SB	WHITE	5KKHAXDV8DPBT0671
V-8	2013	WESTERN STAR	Recycle Vac	4700SB	WHITE	5KKHAXDV4DPFF1976
V-7 body	2014	Cappellotto	Recycle Vac			
V-8 Body	2014	Cappellotto	Recycle Vac			
V-9	1998	Intl	Vac Truck	Vac Con	WHITE	1HTGBADR8WH561292
R-1	2002	FORD	Grout Truck	E350	WHITE	1FDWE35LX2HA45060
R-2	1994	FORD	Grout Truck	VAN	WHITE	3FCLF59M6RJB01585
R-3	1996	GMC	Grout Truck	P3500	WHITE	1GDKP32YXT3500044
L-1	2008	RAUSCH	Laser- T/V Unit	TRAILER	WHITE	5A3C712D68L002822
L-2	2008	RAUSCH	Laser- T/V Unit	TRAILER	WHITE	5A3C712D98L004452
L-3	2007	FORD	Laser- T/V Unit	E350	WHITE	1FDSE35P97DA87901
L-4	2012	MERCEDES	Laser- T/V Unit	3500	WHITE	WD3PF1CCXC5719881



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve a piggyback contract number IFB11-0136-1 from the City of Orlando with Rush Truck Center of Florida, Inc. to provide vehicle repair services including garbage and fire trucks.		
Staff Report		
The Purchasing Department, the Environmental Services Department, and the Public Works Department recommend approval of the above action. At the request of the Environmental Services Department and the Public Works Department, the Purchasing Department sought a contract from the City of Orlando to obtain the services of vehicle repair services which includes specialty repairs for garbage and fire trucks. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1506-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Orlando contract. The City of Orlando contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Serices are included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1506-002 RFI 1506-002.pdf		
2. City of Orlando Contract IFB11-0136-1 Contract IFB11-0136-1 Sublet Vehicle Repair.pdf		



REQUEST FOR INFORMATION

Intent to Utilize City of Orlando Contract for Sublet Vehicle Repair

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1506-002	ISSUED DATE: June 22, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 30, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department, Fleet Division

(b) Company Name: Rush Truck Center of Florida, Inc.

(c) Contract Number and Title: IFB11-0136-1, Sublet Vehicle Repair

(d) Length of Contract: Expires October 31, 2015 w/optional one, 1-year renewal period.

(e) Product or Service Provided: Provides vehicle repair from small passenger vehicles to medium duty trucks, including garbage and fire trucks.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF ORLANDO

October 1, 2014

Rush Truck Center of Florida, Inc.
2350 Diversified Way
Orlando, Florida 32804
Attn: Mr. Wade Bosarge

SUBJECT: Renewal of Contract for Sublet Vehicle Repair (IFB11-0136-1), Amendment 3

The subject Contract will expire on October 31, 2014.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be renewed for an additional twelve (12) month period.

The City would like to exercise the right for the renewal of this Contract for an additional year effective November 1, 2014, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Lee Donate at the address noted below at your soonest convenience.

Upon execution below by your firm's authorized representative, this letter will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up-to-date and attached to your response. Also, please send a copy of the most current W-9 form for your business.

Thank you for your immediate attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Lee Donate".

Lee Donate, Purchasing Agent II

ACCEPTANCE

By: A handwritten signature in black ink that reads "Wade Bosarge".
Official Signature
A handwritten signature in black ink that reads "Regional General Manager".
Title
10/6/2014
Date

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 07/26/12



CITY OF ORLANDO

October 1, 2013

Rush Truck Center of Florida, Inc.
2424 N. John Young Pkwy
Orlando, Florida 32804
Attn: Mr. Wade Bosarge

SUBJECT: Renewal of Contract for Sublet Vehicle Repair (IFB11-0136-1), Amendment 2

The subject Contract will expire on October 31, 2013.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be renewed for an additional twelve (12) month period.

The City would like to exercise the right for the renewal of this Contract for an additional year effective November 1, 2013, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Lee Donate at the address noted below at your soonest convenience.

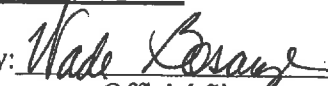
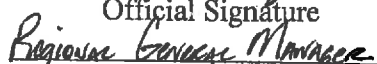
Upon execution below by your firm's authorized representative, this letter will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. Please be sure any required Insurance Certificates are up-to-date and attached to your response. Also, please send a copy of the most current W-9 form for your business.

Thank you for your immediate attention to this matter.

Sincerely,


Lee Donate, Purchasing Agent II

ACCEPTANCE

By: 
Official Signature

Title
10/16/2013
Date

OCT 17 PM 12:30

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 07/26/12



CITY OF ORLANDO

May 9, 2012

Rush Truck Center of Florida, Inc.
2424 N. John Young Pkwy
Orlando, Florida 32804
Attn: Mr. Wade Bosarge

SUBJECT: Renewal of Term Contract for Sublet Vehicle Repair IFB11-0136-1

Dear Mr. Bosarge:

The subject Contract will expire on September 30, 2012.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be renewed for an additional twelve (12) month period.

The City would like to exercise the right for the renew of this Contract for an additional year effective October 1, 2012, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Lee Donate at the address noted below by May 28, 2012.

Upon execution below by your firm's authorized representative, this Contract will be your official notice that the Contract has been extended for one (1) year and no additional documentation will be required. *Please be sure any required Insurance Certificates are up-to-date and attached to your response. Also, send us a copy of the most current W-9 form for your business.*

Thank you for your immediate attention to this matter.

Sincerely,

Lee Donate
Purchasing Agent II

LD/bh

ACCEPTANCE

By:

Official Signature

Regional General Manager

Title

5/14/2012

Date

PURCHASING AND MATERIALS MANAGEMENT DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net Rev: 02/16/11

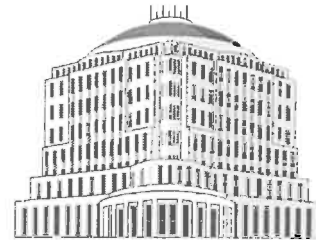


CITY OF ORLANDO

Invitation for Bid Award Information

Procurement and Contracts Division

400 South Orange Avenue, Fourth Floor, Orlando, FL 32801



The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:
You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:
<https://esupplier.cityoforlando.net/vendor/common/default.aspx>
2. You may also visit the Procurement and Contracts division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando Procurement and Contracts Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801
3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.



CITY OF ORLANDO

CONTRACT NUMBER

IFB11-0136-1

P.O. NUMBER

21350-000-OP

INVOICE MUST BE FROM VENDOR BELOW

VENDOR

RUSH TRUCK CENTERS OF FLORIDA INC
Attn: Wade Bosarge
2424 N. John Young Pkwy.
Orlando FL 32804

SHIP TO

FLEET MGMT ADMINISTRATION
1010 S. Westmoreland Drive
Orlando FL 32805

PAYMENT IS CONTINGENT ON A PROPER INVOICE MATCHING ITEMS, QUANTITIES, AND PRICING ON THIS PURCHASE ORDER.
INVOICE MUST INCLUDE PO NUMBER AND BE MAILED TO ACCOUNTS PAYABLE, PO BOX 4990, ORLANDO, FL 32802-4990.

P.O. DATE	VENDOR	SHIP VIA	SPECIAL HANDLING
11/15/11	309740	FOB - Destination	
DELIVER BY	TERMS	BUYER NAME & PHONE NUMBER	
09/30/12	Net 30 days	LEE DONATE (407)246-2329	

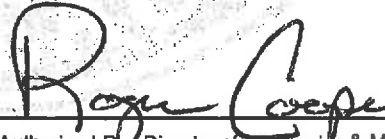
This Standing Purchase Order is the City of Orlando's acceptance of your bid, issued in response to our solicitation IFB11-0136 and is subject to the terms, conditions, specifications, and pricing of said solicitation, as approved by City Council 10/31/2011.

Purchases will be on an as-needed basis. Annual expenditure shall not exceed \$99,600.00 without issuance of a Change Order to this Standing Purchase Order.

All invoices submitted under this contract must reference City of Orlando Contract IFB11-0136-1, and must reference Standing Purchase Order number 21350.

LINE	ITEM	ACCOUNT CHARGED	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.000	928-15-7021	744.6372	EA	PARTS /SERVICE /REPAIRS	0.0000	\$99,600.00
	Req.# 00050320			REPAIRS TO CITY VEHICLES		
	Purchase of sublet vehicle repair, from 11/1/2011 through 9/30/2012.					
Total Order						\$99,600.00

SEE REVERSE FOR VENDOR INSTRUCTIONS


Authorized By Director of Purchasing & Materials Management
or Designee

November 8, 2011

Mr. Wade Bosarge,
Rush Truck Center of Florida, Inc.
2424 N. John Young Pkwy.
Orlando, FL 32804

**Subject: Term Contract No. IFB11-0136-1
Sublet Vehicle Repair**

The subject contract is the City of Orlando's acceptance of your offer in response to IFB11-0136, Sublet Vehicle Repair, and is subject to all terms and conditions therein, as well as any and all addenda to that solicitation.

The term of the contract resulting from the solicitation shall be for an initial twelve (12) month period, effective November 1, 2011 and will remain in effect through October 31, 2012. The contract may be renewed for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months. The estimated annual amount for the initial twelve (12) month period is \$572,400.00.

This contract may be renewed upon mutual agreement as provided in the solicitation. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the Director of Purchasing and Materials Management, or designee, to be valid, binding, and enforceable.

~~All invoices must reference the subject Contract Number. Invoices must be submitted to the address below:~~

Accounts Payable
City of Orlando
4th Floor, City Hall
PO Box 4990
Orlando, FL 32802-4990

Please remember that only those goods/services specifically listed in this contract can be invoiced against this contract, and the description and unit prices on each invoice must match the description and unit pricing in the subject contract. ~~Invoices not meeting these requirements are considered Improper Invoices and will be returned.~~

Sincerely,



Lee Donate
Purchasing Agent II

cc: Roger Cooper, C.P.M., Procurement Manager
Accounts Payable
File



CITY OF ORLANDO

August 23, 2011

MEMORANDUM

TO: All Bidders

FROM: Lee Donate, Purchasing Agent II
Office of Purchasing and Materials Management

SUBJECT: SUBLET VEHICLE REPAIR
Transmittal of Addendum Number One (1)
IFB11-0136/LD

This Addendum is being issued to provide all prospective bidders with modification to the subject Invitation to Bid which was issued on August 4, 2011

A. NON-MANDATORY PRE-BID CONFERENCE:

A second, non-mandatory pre-bid conference has been scheduled for Friday, August 26, 2011, at 10:00 AM, local time, Orlando, FL. The conference will take place at the Office of Purchasing and Materials Management, located at Orlando City Hall, 400 South Orange Avenue, 4th floor.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Section 2 on Page 23 of the solicitation package.) Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID.

In other respects, except as specifically stated above, the subject Invitation to Bid remains unchanged.

Attachment

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their bid. Failure to do so may subject the bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Rush Truck Center of Florida Inc
NAME OF BUSINESS

BY: Wade Bosarge
SIGNATURE/DATE

Wade Bosarge Executive Manager
NAME & TITLE, TYPED OR PRINTED

3424 N. John Young Parkway
MAILING ADDRESS

Orlando FL 32804
CITIES, STATE, ZIP CODE

(407) 298-1000
AREA CODE WITH TELEPHONE and FAX NUMBERS



CITY OF ORLANDO

September 1, 2011

MEMORANDUM

TO: All Bidders

FROM: Lee Donate, Purchasing Agent II
Purchasing and Materials Management Division

SUBJECT: **SUBLET VEHICLE REPAIR**
Transmittal of Addendum Number Two (2)
IFB11-0136/LD

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. WRITTEN QUESTION RECEIVED FROM FLORIDA DETRIOT DIESEL-ALLISON:

Question A. One (1):

In response to the description "Medium Duty Truck", what is the GVWR range?

Answer A. One (1):

The range is 10,000 through 19,500 lbs., Gross Vehicle Weight Rating (GVWR).

B. WRITTEN QUESTIONS RECEIVED FROM LEONARD BELL PAINTING INC:

Question B. One (1):

Will the City be paying for the ACTUAL cost of the parts? For example, GM Franchise dealer Qty \$100K is that what the City will be paying for parts?

Answer B. One (1):

The City's price will be the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City. Total for Parts is calculated as follows: Quantity \$ _____ x % Mark-up = Total.

Example: (Quantity \$100,000 x %Mark-up10 = Total \$110,000)

PURCHASING AND MATERIALS MANAGEMENT DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Question B. Two (2):

Was there a previous bidder? Can I get a copy of a previous contract if possible?

Answer B. Two (2):

This is a new solicitation with no previous contract.

FINAL COMMENT: Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received within 10 days of the Bid Opening date will not be given any consideration. (See Section 2 on Page 23 of the solicitation package).

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

Bidders are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their bid. Failure to do so may subject the bidder to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Rush Truck Center of Florida Inc

NAME OF BUSINESS

BY:

Wade Barange

SIGNATURE/DATE

Wade Barange Executive Manager

NAME & TITLE, TYPED OR PRINTED

2424 N. John Young Parkway

MAILING ADDRESS

Orlando FL 32804

CITIES, STATE, ZIP CODE

(407) 298-1000

407-290-8263

AREA CODE WITH TELEPHONE and FAX NUMBERS

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>8-23-11</u>
Addendum No. <u>2</u>	Dated <u>9-1-11</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

Rush Truck Center of Florida

Company

Wade Brouse

Signature

Executive Manager

Title

Mayor
Buddy Dyer



Director of Purchasing and Materials Management
Rhonda S. Ulmer, C.P.M., CPPO, FCCN

Procurement Manager
Roger Cooper, C.P.M.

**CITY OF ORLANDO
INVITATION FOR BID (IFB)**

DATE OF ISSUE: August 4, 2011

IFB DUE DATE: Thursday, September 8, 2011

IFB DUE TIME: 2:00 p.m., Local Time, City of Orlando, FL

BID DELIVERY LOCATION: Purchasing and Materials Management Division
400 South Orange Avenue, Fourth Floor
Orlando, FL 32801
Bid opening held at same location.

IFB TITLE: SUBLET VEHICLE REPAIR

IFB NO: IFB11-0136
(IFB NUMBER MUST BE PLACED ON FRONT OF ENVELOPE)

THIS IS NOT AN ORDER

DIRECT ALL INQUIRIES TO: Lee Donate, Purchasing Agent II
Phone: (407) 246-2329
Email: Lee.Donate@cityoforlando.net

BUSINESS NAME & ADDRESS

Rush Truck Center of Florida, Inc
Business Name

2424 N. John Young Parkway
Address

Orlando, FL 32804
City, State, Zip

John Wilson (407) 298-1000
Contact Person / Telephone Number

It is the intent and purpose of the City of Orlando that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing and Materials Management Division at the address noted herein, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing and Materials Management Division not later than ten (10) days prior to the bid closing date.

Rev: Services - 06-17-11

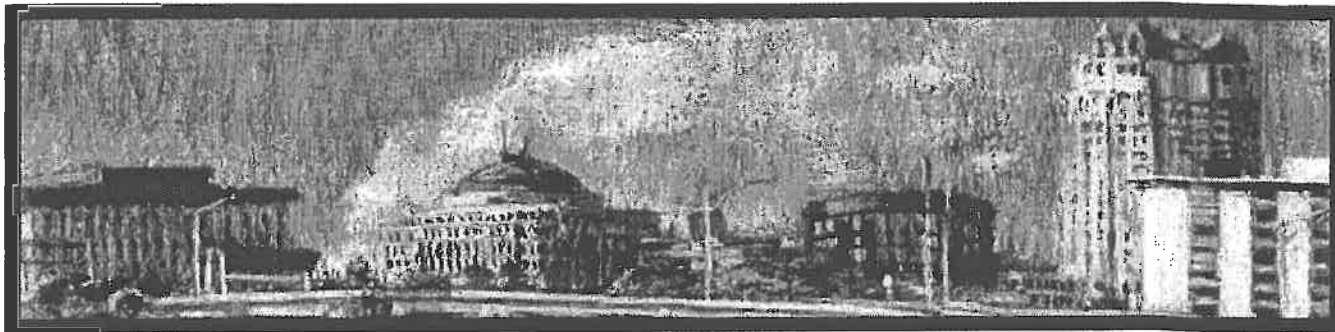


TABLE OF CONTENTS:

	<u>PAGE</u>
INSTRUCTIONS FOR SUBMITTING BID.....	3
SUBMITTAL REQUIREMENT CHECK LIST.....	4
SEALED BID ENVELOPE LABEL.....	5
INVITATION FOR BID AWARD INFORMATION	6
NON-MANDATORY PRE-BID CONFERENCE.....	7
NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE NOTIFICATION.....	8
SPECIFICATIONS	9
SPECIAL CONDITIONS FOR DISASTER RELIEF AND RECOVERY.....	13
SPECIAL CONDITION CLAUSES	20
GENERAL CONDITIONS	21
STANDARD TERMS AND CONDITIONS	22

FORMS AND SUBMITTAL DOCUMENTS:

SOLICITATION COVER PAGE....	1
BID PRICE FORM(S)	43
BIDDER'S CERTIFICATION....	52
CONTRACT AND ACCEPTANCE FORM.....	53
BIDDERS QUESTIONNAIRE	54
WRITTEN QUESTION(S) FORM	56
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION FORM.....	57
ADDENDUM ACKNOWLEDGMENT FORM.....	58
NO-BID RESPONSE FORM	59
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS.....	60
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS.....	62

**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION FOR BID FOR
SUBLET VEHICLE REPAIR**

PREPARATION OF BIDS:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed by the bidder and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit prices for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

SUBMITTAL CHECK LIST: ✓

Bidders should use the following bid check list of standard forms which are to be completed and returned as part of your bid submittal. Failure to complete and return required forms may result in your bid being non-responsive and not considered for award. Return one (1) original and one (1) copy of bid submittal.

Additional forms/items may be required to be submitted under the terms of this Invitation for Bid which are not listed below; therefore, it is the bidder's responsibility to read and understand the provisions of this Invitation for Bid.

- _____ Solicitation Cover Page.
- _____ Invitation for Bid Price Form(s) (Unit Price and Total Price Columns completed).
- _____ Bidder's Certification, signed and notarized.
- _____ Bidder's Questionnaire.
- _____ Contract and Acceptance Form.
- _____ Minority/Women Owned Business Enterprise Participation Form. (If applicable)
- 2 _____ Addendum Acknowledgment Form: It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. If you have downloaded this bid from the Internet, please ensure that you also download all such addenda. (If applicable)

Special Items: (if applicable)

- _____ 1. FEMA Documents
- _____ 2. _____
- _____ 3. _____

NOTE:

Certificate of Insurance: Within seven (7) days of a notification of intended award, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City.

Written Question(s) Form: Written questions must be received at least ten (10) days prior to the solicitation due date.

SEALED BID ENVELOPE LABEL:

The label provided below, with all appropriate information completed, should be used for the proper processing of the bid submittal. The label will facilitate the Purchasing Agent to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

**SEALED BID ENCLOSED****(To be opened by Procurement official noted below)****Company's Name:** _____**Company's Address:** _____**Company's Telephone Number:**
(____) _____

**City of Orlando
Purchasing and Materials Management Division
Attention: Lee Donate, Purchasing Agent II
400 S. Orange Ave., 4th Floor
Orlando, FL 32801**

Solicitation No.: IFB11-0136/LD**Solicitation Title:** Sublet Vehicle Repair**Solicitation Due Date & Time:** Thursday, September 8, 2011, at 2:00 P.M.,
Local Time, City of Orlando, FL

INVITATION FOR BID AWARD INFORMATION:

The Purchasing and Materials Management Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways:

1. Bid documents are available for download from the eSupplier website:

You may access solicitation information by visiting the City's eSupplier website by copying the following link in your web browser:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx>

2. You may also visit the Purchasing and Materials Management Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons, Fourth Floor
400 South Orange Avenue
Orlando, Florida 32801

3. You may also call the Purchasing and Materials Management Division at (407) 246-2291, during normal business hours, to request a solicitation and other related information.
-

Please remember, email notification is provided as a courtesy to our vendors, but it is the vendor's responsibility to check with the City of Orlando's website at:

<https://esupplier.cityoforlando.net/vendor/common/default.aspx> for current bid, and other information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

NON- MANDATORY PRE-BID CONFERENCE:

All prospective bidders are invited to attend a Non-Mandatory Pre-Bid Conference at:

**City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
Orlando, FL 32801**

On

**August 17, 2011 at 10:00 a.m.,
Local Time, City of Orlando, FL**

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgment by the bidder that it has thoroughly examined and is familiar with the **INVITATION FOR BID**. The failure or neglect of a bidder to examine the **INVITATION FOR BID**, shall in no way relieve the bidder of any obligations with respect to either its bid or the **INVITATION FOR BID**. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **INVITATION FOR BID**.

NON-MANDATORY
PRE-BID CONFERENCE ATTENDANCE NOTIFICATION:

A Non-Mandatory Pre-Bid Conference will be held City of Orlando, Purchasing and Materials Management Division, 400 S. Orange Avenue, 4th Floor, Orlando, FL 32802 on August 17, 2011 at 10:00 a.m., Local Time, City of Orlando, FL.

Please return this form by: August 15, 2011.

CITY OF ORLANDO
PURCHASING AND MATERIALS MANAGEMENT DIVISION
CITY HALL AT ONE CITY COMMONS
400 SOUTH ORANGE AVENUE - FOURTH FLOOR
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 246-2291
FAX: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Bid Conference is attached. (Please use "WRITTEN QUESTION(S) FORM" as indicated in the Table of Contents).

Signature

Title

Name of Company

Date

SPECIFICATIONS FOR SUBLET VEHICLE REPAIR

1.0 General

The City of Orlando is inviting bids from qualified auto service vendors for an annual contract for sublet vehicle repairs as listed on the Bid Price Form. The City's fleet, relevant to this solicitation, ranges from small passenger cars to medium duty trucks. Other models or vehicle types may be added or deleted in the future as required by contract amendment. Contract Amendments must be signed by the Contractor and the City's Director of Purchasing before orders on such added equipment can take place.

2.0 Scope of Work

2.1 Emergency Work

- a. This solicitation is issued to establish one or more contracts to be used as a source of goods and services, as described herein, to be used on a normal, as-needed basis as well as during emergency and disaster situations.
- b. Special attention should be made to the Special Conditions, which include Federal Emergency Management Administration (FEMA) provisions, for disaster related work.
- c. By responding to this solicitation, the Bidder agrees to accept all orders for goods and services described herein and provide those same goods and services on a first priority basis, during emergency situations, to facilitate recovery from major disasters; storms; terrorism; biological, chemical, or radiological attacks; and other acts of God.
- d. Bidder must complete Emergency Contact name along with corresponding telephone numbers on the Bidder's Questionnaire included in this solicitation.

2.2 Non-emergency Work

- a. The Contractor shall provide all labor, material, equipment, supplies and transportation necessary for the performance of repairs and maintenance.
- b. Work shall be performed on an "as needed" basis when requested by the City and the City must give prior approval for any required repairs.
- c. Estimated quantities are based upon previous usage and estimated needs for a twelve-month period. These quantities are only given as a guideline for preparing a bid and should not be construed as representing actual quantities to be serviced and repaired.

3.0 Qualifications

- 3.1 All repair and maintenance work shall be performed by A.S.E. certified mechanics, or those with equivalent qualifications. The City reserves the right to define what is an equivalent qualification.
- 3.2 Successful bidder must provide Motor Vehicle Repair Registration Certificate and Occupational License.
- 3.3 Contractor's repair facility, as indicated on the Bidder's Questionnaire, must be located within fifteen (15) mile radius from the City's Fleet Management Division, 1010 S. Westmoreland Dr., Orlando, FL.
- 3.4 It is expected that the contractor will give **prompt and convenient** service to the City to the best of their ability, barring unforeseen circumstances, failure to do so may be cause for termination of the contract.

4.0 Work Order Issuance and Approval Process

- 4.1 Whenever the City's maintenance crew deems it necessary to have repair work performed on any City Vehicle, a work order will be created by the City for the repair work. Contractor will be informed verbally of the work necessity. In some cases, a work order will be issued via telephone, using the City's Pro Card (credit card) for payment.
- 4.2 City personnel will give a complete verbal description of the problem to the best of their ability. The Contractor is a professional and has knowledge of what details must be taken into consideration to produce a high quality job.
- 4.3 After receiving verbal notification of work required, Contractor shall have one (1) normal business day in which to inspect the vehicle, and submit written quotations for the repair. This written quotation must be in accordance with this solicitation and resulting contract. (Orders/Work cannot include items not listed on resulting contract.) If the Contractor fails to respond in one (1) normal business day, the work may be awarded to another Contractor.
- 4.4 After receiving a written quotation, City personnel will verify the repairs recommended by the Contractor and if necessary, point out discrepancies that will be corrected by the Contractor.
- 4.5 After this verification, and after receiving the City's verbal or written approval of the repair work order, the Contractor shall start the job within one (1) day, and thereafter, have two (2) normal business days to complete the repairs. Total downtime acceptable, after receiving the City's verbal or written approval of the repair work order, including pick-up and delivery, will be three (3) normal business days. If the Contractor does not meet the agreed downtime, the City reserves the right to have the vehicle(s) returned to the Fleet Management Division.

- 4.6 When picking up the vehicle from the premises, if it becomes necessary, it is the Contractor's responsibility to tow the vehicle at the Contractor's expense.
- 4.7 If in the Contractor's judgment, any additional downtime is required over and above three (3) days, the Contractor must notify the Fleet Management Division of such requirement within one (1) normal business day of picking up the vehicle(s) from the City. The Contractor must state good and sufficient reasons for requesting additional downtime.
- 4.8 Except as may be directed otherwise, the Contractor will deliver repaired vehicle(s) to the Fleet Management Division, 1010 S. Westmoreland Dr., Orlando, Fl.

5.0 Additional Costs

- 5.1 The Contractor shall not perform or bill for, any additional repairs until receiving the City's prior approval. The approved cost shall be clearly itemized on the invoice, separate from the original quote and only reflect pricing from Contractor's bid evaluation of this solicitation. Invoicing cannot include work not included on contract.
- 5.2 When additional costs are approved by the Fleet Management Division, the Contractor shall submit the additional cost on a separate form and the Fleet Management Division will indicate its approval thereof on the form, and attach it to the original quote. Again, pricing for all work must be included in this contract.

6.0 Material Requirements

- 6.1 All materials used for the repair of City vehicles shall be new. The Contractor is to utilize original manufacturer's components (OEM) or City approved equals. Whenever it is necessary, in lieu of repair parts, the Contractor shall provide a rebuilt exchange of the same type as that being replaced.
- 6.2 Rebuilt or remanufactured parts, may be acceptable if approved by Fleet Division, provided they come with the warranties similar to new part warranties as specified in Section 7.0 below.
- 6.3 The successful Contractor(s) will be required to furnish complete current manufacturer's price list and any parts catalog(s) that may be required by the City.
- 6.4 An adequate local stock must be maintained at Contractor's place of business to assure the City of prompt repair. The City will inspect the Contractor's inventory of parts prior to award of the Contract.

7.0 Warranties

- 7.1 The Contractor, by submission of a bid, warrants that all vehicle(s) will be repaired in accordance with the Specifications and will be of the highest quality. In the event equipment or parts supplied to the City are found to be defective or do not conform to Specifications, the City reserves the right to cancel the order and return such equipment or parts to the Contractor at his expense.
-
- 7.2 Warranties for repairs other than Preventative Maintenance (PM), and normal wear items such as batteries belts bulbs and tires shall be for thirty-six (36) months, 36,000 miles, parts, labor, pick-up and delivery.

8.0 Pricing

- 8.1 Parts percentage mark-up shall be based on a fixed percentage above contractor's actual cost of parts obtained through competitive pricing. The City reserves the right to verify pricing with the contractor's supplier.
- 8.2 Labor rate/hour shall be based on a fixed rate per hour. Hours charged shall be based on a published labor rate standard such as Mitchell or Alldata, or actual job hours with prior approval from Fleet Management.
- 8.3 Shop supplies and/or environmental fees required to complete maintenance or repairs which are not parts, shall be charged at no greater than 2% of the total invoice and shall not exceed \$50.00 per invoice.
-
- 4.0 Oils and lubricants shall be defined as parts and shall be subject to the parts discount.

9.0 Parts Purchases

The City may elect to purchase parts from an awarded vendor at the awarded bid price on an as needed basis, independent from a sublet vehicle repair. An awarded vendor shall be required to honor the bid pricing for such purchases.

SPECIAL CONDITIONS FOR DISASTER RELIEF AND RECOVERY:

1. **Indemnity of Funding Entities.** Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA")) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, ~~and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.~~
2. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debar or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in Chapter 7 of the City Code.
3. **Termination for Convenience.** The City may terminate the Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.
4. **Equal Employment Opportunity.** Contractor shall comply with Section 13.36(e) of Title 44 of the Code of Federal Regulations entitled, "Emergency Management and Assistance." In addition, if the Contract is a construction contract in excess of ten thousand dollars (\$10,000.00), Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.
5. **Anti-Kickback.** If the Contract is for construction or repair, Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
6. **Davis-Bacon Act.** If the Contract is a construction contract in excess of two thousand dollars (\$2,000.00) and if required by the applicable federal grant program legislation, Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

7. **Contract Work Hours and Safety Standards Act.** If the Contract is a construction contract in excess of two thousand dollars (\$2,000.00) or any other type of contract which involves the employment of mechanics or laborers in excess of two thousand five hundred dollars (\$2,500.00), Contractor and its subcontractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). To the extent that such statutes and regulations apply and require the inclusion of any language into the Contract, such language shall be deemed included and made a part of the Contract as if fully reproduced therein.
8. **Performance Bond; Payment Bond.** If the Contract is a contract for construction or facility improvement in excess of \$100,000, Contractor shall furnish a Performance Bond and a Payment Bond, each with good and sufficient surety, and each in an amount at least equal to one hundred percent of the Contract price in accordance with the requirements of Section 13.36(h) of Part 13 of Title 44 of the Code of Federal Regulations. All Bonds shall be executed by such sureties as are licensed to conduct business in the state of Florida and, unless otherwise agreed by the City, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Unless otherwise agreed by the City, the sureties which issue the Performance and Payment Bonds must have at least an "A-" rating in accordance with the most current A.M. Best Company financial strength ratings. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.
9. **Reporting Requirements; Patent and Copyrights.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:
- (i) reporting;
 - (ii) patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
 - (iii) to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
10. **Access to Records.** Contractor and its subcontractors shall permit access by the State of Florida, the City of Orlando, any requesting Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. **Record Retention.** Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
-
12. **Environment Regulations.** If the Contract is in excess of one hundred thousand dollars (\$100,000.00), Contractor and its subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred thousand dollars (\$100,000.00).
13. **Energy Efficiency.** Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
14. **E-Verify Program.** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors and subconsultants, assigned by the Contractor to perform work pursuant to the Contract with the City. The Contractor shall provide to the City, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the City upon request.
15. **Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
- (i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and

- (ii) it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
- (iii) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy(ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

16. **Debarment; Ineligibility.** The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall not employ any subcontractor that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall include such requirement in writing in its subcontracts. In the event that Contractor or any of its subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, Contractor shall immediately cease, or cause its subcontractor to cease, all work and notify the City in writing. Contractor and its subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.
17. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.

18. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. Contractor shall ~~immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work)~~ in the event that it or a subcontractor is placed on the discriminatory vendor list.
19. **Lobbying.** Contractor shall comply with 44 CFR, Part 18 regarding lobbying activities related to federal grants and contracts. Contractor shall include such requirement in writing in its subcontracts. Contractor and its subcontractors shall execute and submit to the City prior to performing any work hereunder a lobbying certification in the form and content set forth in the Contract solicitation or as otherwise specified by the City.
20. **Fees and Commissions.** Contractor warrants that it has not:
- (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for Contractor, to solicit or secure this Contract;
 - (ii) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
 - (iii) that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.
- Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.
21. **American with Disabilities Act of 1990 ("ADA").** Contractor and, as required, its subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Orlando pursuant thereto.

22. **Subcontracting; Payment to Subcontractors.** Contractor shall self perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.
23. **State and Federal Law; Inclusion in Subcontracts.** Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules and regulations governing the work performed hereunder, including all licensing requirements. In addition, Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121) and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.
24. **Hurricane and Disaster Relief Funding.** As a result of hurricanes or other natural or manmade disasters ("Disaster Events"), the City of Orlando has or may in the future apply to the State of Florida or Federal government for funds which will be used to pay the selected Contractor or reimburse the City for payments made to Contractor under the Contract, including but not limited to funds from the Federal Emergency Management Agency ("FEMA") under its public assistance program either directly or through an intermediary state agency. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the FEMA public assistance program for all Disaster Events related work. With respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract arising from or related to a Disaster Event (including but not limited to disaster preparation, recovery, cleanup, monitoring, repair, reconstruction and replacement work), the **Special Conditions for Disaster Relief and Recovery** included herein, shall apply.
25. **Suspension and Debarment.** If a firm, or its principals, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency, it may not submit a response to this solicitation. Firms responding to or receiving an award for this contract shall comply with 49 CFR, Section 29.510 regarding debarment, suspension, ineligibility and voluntary exclusion for federal aid contracts. Firms responding to this solicitation should execute and return with their response an executed copy of the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts Form", included in this solicitation. A contract shall not be awarded to a respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a respondent fails to return the form with its response.

26. **Lobbying Activities.** Firms responding to or receiving an award for this contract shall comply with 49 CFR, Section 20.100 regarding lobbying activities on federal aid contracts. Firms responding to this solicitation should execute and return with their response an executed copy of the "Certification for Disclosure of Lobbying Activities on Federal Aid Contracts Form," included in this solicitation. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.
-

END OF SECTION

SPECIAL CONDITIONS

E-Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City of Orlando.

Quantities

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

Favored Customer Clause:

Should the awarded bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded vendor agrees to extend that same discounted price to the City of Orlando.

GENERAL CONDITIONS
Bidder should read and follow the following instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided on the Bidder's Certification Form.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, standard terms and conditions and special conditions.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor.
 NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** ~~Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that their bid is~~ delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Telephone or telegraphic bids cannot be accepted.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 58-12-94438-54C and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** ~~Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.~~
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid in accordance with Florida Statutes, upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss or damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando Director of Purchasing shall be final and binding on both parties. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Contract which may result from this bid.

NOTE: ANY AND ALL STANDARD OR SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

STANDARD TERMS AND CONDITIONS**1. RECEIPT OF BIDS:**

- a. **Sealed bids, one (1) original and one (1) copy**, shall be submitted to the Purchasing and Materials Management Division prior to the date and time specified herein. Bids will not be accepted after the designated time and date. It is solely the responsibility of the bidder to ensure timely delivery of their bid submittal.
- b. Each bid shall be submitted in a sealed envelope and marked with the bid number, title of the bid, and bid opening date and time.
- c. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope addressed to the Purchasing and Materials Management Director, at the address listed below. Bids submitted by mail must be received in the office of the Purchasing and Materials Management Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Purchasing and Materials Management Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing and Materials Management Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Purchasing and Materials Management Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the bidder to ensure that bids or proposals are received in the office of the Purchasing and Materials Management Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

- d. All bids shall be mailed or delivered to the office of Purchasing and Materials Management at the address listed below. Sealed bids are to be addressed as follows:

Ms. Rhonda S. Ulmer, C.P.M., CPPO, FCCN
Director of Purchasing and Materials Management
City of Orlando Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

2. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- a. To ensure fair consideration for all bidders, the City prohibits communication regarding the solicitation to or with any department, division, or employee during the submission process, except as expressly set forth in this solicitation. Additionally, the city prohibits communications initiated by a bidder (or on a bidders behalf) to any City Official or employee evaluating or considering the bid regarding the solicitation (up to and including the Mayor and City Council), prior to the time an award decision has been made. Prohibited communications initiated by a bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.

Except as provided in this solicitation, any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid.

- b. Any questions by a bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. See "Written Question(s) Form" under Forms and Submittals Section of this solicitation. Any interpretation made to prospective bidders will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- c. It will be the responsibility of the bidder to contact the Purchasing and Materials Management Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. Direct inquiries to the Purchasing Agent referenced on the cover page of this Invitation for Bid:

City of Orlando
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869

Website: <http://www.cityoforlando.net/admin/purchasing/index.htm>

3. TERM OF THE CONTRACT:

The term of the contract resulting from the solicitation, shall be for an initial twelve (12) month period. The contract may, by mutual assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. BIDDER'S CERTIFICATION FORM:

Each bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bid. The form must be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a bidder to include this document with their bid submittal will be cause for rejection of the bid.

5. SUBMITTAL OF BIDS:

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

6. BID INFORMATION:

It is incumbent on the bidder to check the City of Orlando's website at <https://esupplier.cityoforlando.net/vendor/common/default.aspx> or contact the City for current bid, and other award information, prior to and after the scheduled opening date of a solicitation, in accordance with the instructions provided herein, in section entitled, "Invitation for Bid Award Information".

7. EXCEPTIONS TO TERMS AND CONDITIONS:

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

8. SPECIFICATIONS:

- a. The Specifications shown in the Invitation for Bid are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written Specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received in Purchasing and Materials Management at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.
- b. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.

Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.

- c. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.

- d. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

9. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

10. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the **lowest** net cost for bid evaluation purposes.

Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

11. ALTERATIONS/CHANGES TO BID PRICE FORM(S):

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

12. ADDENDA:

It is the bidder's responsibility to contact the Purchasing and Materials Management Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from the Internet, please ensure that you also download all such Addenda.

The failure of a bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

13. "NO BID" RESPONSE FORM:

In the event you elect not to bid on this requirement, please complete and return the "No Bid" form included in this solicitation.

14. OPENING OF BIDS:

~~Sealed~~ bids will be received in the Purchasing and Materials Management Division until the due date and time as specified in this Invitation for Bid. Bids will be opened and publicly read aloud immediately following the published due date and time. No responsibility will attach to the Purchasing Office for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

15. BIDDER QUALIFICATION:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. The City reserves the right to request information or conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

Failure to comply with the established deadline for submittal of required documents may be grounds for disqualification.

16. INSPECTION OF PUBLIC RECORDS:

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246- 2148. You may also email your request to Don Price at donald.price@cityoforlando.net. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

17. IRREGULAR BIDS:

Bids made on other than the documents furnished by the Purchasing and Materials Management Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bid may render the bid irregular and may cause rejection. The Director of Purchasing and Materials Management Division, however shall have the authority to waive minor irregularities.

18. WITHDRAWAL OF BIDS:

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids upon a written request to the Director of Purchasing and Materials Management.

19. EVALUATION OF BID AWARD:

~~The City reserves the right to award the bid to the lowest responsive and responsible bidder who~~ submits a bid meeting specifications. In determining responsibility, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the bidder.

20. AWARD OR REJECTION OF BIDS:

The Director of Purchasing reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require.

The Director of Purchasing also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, may be considered by the Director of Purchasing:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

j. Such other information as may be required or secured.

21. SELECTION/REJECTION OF OPTIONS:

The City of Orlando reserves the right to select/reject options bid, based on price deemed to be in the best interests of the City.

22. MULTIPLE AWARDS:

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible bidder. In such cases where an award is made to more than one responsive and responsible bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

23. CONTINGENT FEES:

The bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

24. IRREVOCABLE OFFER:

The submission of a bid shall constitute an irrevocable offer to the City by the bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

25. PRICING AND ORDERING:

The City will issue purchase orders directly to the awarded bidder for the purchase of supplies and materials. The awarded bidder shall honor these orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

26. RETURN OF MERCHANDISE:

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the city's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. The supplier is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date.

All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the vendor and include reference to an applicable Vendor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Vendor Invoice or Packing List.

27. FAMILIARITY WITH SITE WORK AND CONDITIONS:

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that it is familiar with all such conditions. The failure or neglect of a bidder to familiarize itself with the site of the proposed work, shall in no way relieve him from any obligations with respect to his bid.

28. RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. In the event that any litigation is instituted during such period, Contractor and its subcontractors shall continue to maintain such books and records until the conclusion of all litigation, including any appeals.

29. ASSIGNMENT:

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

30. FISCAL YEAR FUNDING APPROPRIATION:

a. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract.

Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

b. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

31. APPLICABLE LAW:

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: http://www.cityoforlando.net/admin/purchasing/161_3.pdf or by contacting the Purchasing and Materials Management Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code. As provided in Section 7.14 of City Code, "[a]ny actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may protest to the [Purchasing] Director within seven (7) calendar days after such aggrieved person knows or should have known of facts giving rise thereto, provided the bid award or contract has not been approved by City Council, or the contract has not been fully executed if City Council approval is not necessary." Accordingly, with respect to any protest of the terms, conditions, procedures, specifications, or scope of services contained in this solicitation, including, but not be limited to, any provisions governing the method of ranking proposals, awarding contracts, reserving rights of further negotiation, or modifying or amending the contract, an actual or prospective Proposer must provide the Purchasing and Materials Management Director with a written notice of protest within seven (7) calendar days after it knows or should have known of such provision.

32. WARRANTY:

Bidder warrants that all equipment, materials and workmanship, whether furnished by bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

33. CONTRACT AND ACCEPTANCE FORM:

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful bidder fails to properly execute the Contract and Acceptance Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the bidder of the City's intent to make an award and the bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City.

Unless such time is extended by the City, the failure of a bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible bidder or the Director of Purchasing may decline to make an award. Successful bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- a. If the bidder is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- b. If bidder is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- c. If the bidder is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- d. If bidder is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the bidder's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the bidder. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Purchasing and Materials Management Division at (407) 246-2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the bidder evidencing the City's acceptance of the bid. No award shall be final, and no bidder shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and Acceptance Form will constitute the formal written contract between the City of Orlando and the bidder. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded bidder shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

34. ACCEPTANCE OF MATERIALS/SERVICES:

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications.

The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

35. CONTRACT ALTERATIONS:

~~No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the Director of Purchasing or his designee.~~

36. INDEMNIFICATION:

The awarded bidder agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

37. INSURANCE:

Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded bidder has coverage in accordance with the requirements set forth herein.

The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

All insurance policies shall be issued by companies who are licensed and authorized to do business under the laws of the State of Florida and shall be in a form acceptable to the City. The Certificate(s) of Insurance shall be dated and show the name of the insured, the specified project by name, the number of the policy, and the effective and termination date of the policy(s).

The awarded bidder agrees to provide and maintain during the term of the Contract without cost or expense to the City, certificate(s) of insurance, as set forth below.

(a.) Commercial General Liability Insurance:

Commercial General Liability Insurance with coverage limits of not less than \$500,000 per occurrence, combined single limits for Bodily Injury and Property Damage. The City of Orlando shall be named as an additional insured on this policy.

(b.) **Automobile Liability Insurance:**

Automobile Liability coverage shall be not less than the minimum amount of \$300,000 per occurrence, combined single limits for Bodily Injury and Property Damage.

(c.) **Workers' Compensation Coverage:**

Statutory Workers' Compensation Coverage as required by State of Florida law, as well as Employee's Liability in the amount of \$100,000.

38. LICENSES:

Unless otherwise extended by the City, the awarded bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

39. AUTHORITY:

The City's Director of Purchasing or a written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

40. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

41. PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

1. **Proper Invoice**

For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;

- c. the full name of the vendor, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. the Purchase Order or contract number as supplied by the City; and
 - e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.
-

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

42. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

43. EQUIPMENT:

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

44. TERMINATION FOR CONVENIENCE:

The Director of Purchasing may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

45. DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a bid in response to this Invitation for Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

46. AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Materials Management Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801 telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

47. PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, The Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business may also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program may include:

- Reduction of payment time
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, The City encourages all vendors to accept the VISA ePayable solution.

48. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible response to any Invitation for Bid or Request for Proposal is by a vendor whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a vendor whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible vendor having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible vendor has its principal place of business.

49. EMERGENCY SUPPORT:

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City.

Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

50. SUBCONTRACTORS:

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to insure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

51. BID PRICES:

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bid. Bid prices shall remain firm for the entire contract period unless otherwise changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

52. GOVERNING LAW / VENUE:

The contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida.

53. RECYCLED CONTENT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

54. LIVING WAGE POLICY:

As set forth in City Policy and Procedure 161.3, a copy of which can be downloaded from the Purchasing website: http://www.cityoforlando.net/admin/cfo/includes/161_3.pdf, Covered Service Contractors, as well as their subcontractors (first tier only), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project). "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the service Contractor shall allow the City to audit (at service Contractor's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid and Proposal awards for Covered Services, which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award agreements for Covered Services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one contract year. As for multiple award contracts (contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that contract in any one-contract year, regardless of whether such expenditure was to one Contractor or several Contractors, then the living wage provision shall apply to all Contractors who are a party to that award. For those contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the contract term, this provision will be applicable to that contract in the next quarter.

To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

A hard copy of the City's Living Wage Policy is also available at the Purchasing and Materials Management Division.

55. ORDER OF PRECEDENCE:

This solicitation shall be included and incorporated in the Purchase Order or Contract. The contract, including any Exhibits, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the Purchase Order or Contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the vendor's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

56. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

57. TERMINATION FOR DEFAULT:

The performance of Work under the Contract may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of the Contract.

The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Purchasing or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of the Contract prices.

Such purchases shall be deducted from Contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

58. TIME OF COMPLETION:

The parties understand and agree that time is of the essence in the performance of the Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City Director of Purchasing may at his discretion, cancel the Contract for the convenience of the City.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

59. CORRECTION OF WORK:

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

60. INFORMATION:

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the Contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

61. SAFETY MEASURES:

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

62. EXTRA WORK:

The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Amendment to the Contract, and shall be executed under the applicable conditions of the Contract. If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the Director of Purchasing, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

63. FAMILIARITY WITH THE WORK:

The Contractor acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of the Contract by the Contractor serves as his stated commitment to fulfill all the conditions referred to in the Contract.

64. TITLE AND RISK OF LOSS:

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

65. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

66. FEDERAL, STATE, AND LOCAL RULES / APPROVALS:

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

67. CLEAN WORK AREA:

The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.

68. MISCELLANEOUS PROVISIONS:

By submitting a bid, the bidder shall be deemed to have certified that the Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the Contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The Contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party thereto.

The City's Director of Purchasing or written designee shall have authority to act on behalf of the City in matters related to the Contract, including but not limited to the sending and receiving of any notices required hereunder.

Bidder's Name: _____

BID PRICE FORM**You are invited to Bid on the following:**

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
			The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the said work within time limits as stated in the specifications section.		
1.	\$100,000.00	YR	PART ONE (1): REPAIR AND MAINTENANCE OF GENERAL MOTORS (GM) CARS AND LIGHT TRUCKS, <u>GM FRANCHISE DEALER</u> <u>PARTS:</u> Original Equipment Manufacturer (OEM) for General Motors (GM) vehicles.	_____ %	\$ _____
2.	\$40,000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	_____ %	\$ _____
3.	750	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management	\$ _____	\$ _____

Sub-total (this page) \$ _____

Bidder Initials _____

Bidder's Name: Rush Truck Center of Florida Inc
Orlando - Location

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	% Mark-up / Rate	Total
PART TWO (2): REPAIR AND MAINTENANCE OF FORD CARS AND LIGHT TRUCKS, <u>FORD FRANCHISE DEALER</u>					
4.	\$100,000.00	YR	<u>PARTS:</u> Original Equipment Manufacturer (OEM) for Ford vehicles.	<u>20</u> %	<u>\$1,200,000.00</u>
5.	\$40,000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	<u>20</u> %	<u>\$48,000.00</u>
6.	750	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.	<u>\$80.00</u>	<u>\$60,000.00</u>

Sub-total (this page) \$ 1,308,000.00

Bidder Initials Jmw

Bidder's Name: _____

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	% Mark-up / Rate	Total
			PART THREE (3): REPAIR AND MAINTENANCE OF CHRYSLER CARS AND LIGHT TRUCKS, CHRYSLER FRANCHISE DEALER		
7.	\$20,000.00	YR	PARTS: Original Equipment Manufacturer (OEM) for Chrysler vehicles.	_____ %	\$ _____
8.	\$7,000.00	YR	PARTS: Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	_____ %	\$ _____
9.	175	Hours	LABOR: Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.	\$ _____	\$ _____

Sub-total (this page) \$ _____

Bidder Initials _____

Bidder's Name: _____

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
			PART FOUR (4): REPAIR AND MAINTENANCE OF CARS AND LIGHT TRUCKS, <u>INDEPENDENT REPAIR SHOP</u> (OTHER THAN FACTORY AUTHORIZED DEALERSHIP)		
10.	\$100,000.00	YR	<u>PARTS:</u> Original Equipment Manufacturer (OEM) for all vehicles.	_____ %	\$ _____
11.	\$40,000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management.	_____ %	\$ _____
			Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.		
12.	750	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor.	\$ _____	\$ _____
			Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.		

Sub-total (this page) \$ _____

Bidder Initials _____

Bidder's Name: Rush Truck Center of Florida Inc.
Winter Garden - Location

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
PART FIVE (5): REPAIR AND MAINTENANCE OF GM MEDIUM DUTY TRUCKS, <u>GM FRANCHISE DEALER</u>					
13.	\$5,000.00	YR	<u>PARTS:</u> Original Equipment Manufacturer (OEM) for GM vehicles.	<u>20 %</u>	<u>\$6,000.00</u>
14.	\$2000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	<u>20 %</u>	<u>\$2400.00</u>
15.	50	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.	<u>\$80.00</u>	<u>\$4000.00</u>

Sub-total (this page) \$ 48,400.00

Bidder Initials [Signature]

Bidder's Name: Rush Truck Centers of Florida
ORLANDO - LOCATION INC

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
PART SIX (6): REPAIR AND MAINTENANCE OF FORD MEDIUM DUTY TRUCKS, <u>FORD FRANCHISED DEALER</u>					
16.	\$75,000.00	YR	<u>PARTS:</u> Original Equipment Manufacturer (OEM) for Ford vehicles.	<u>20</u> %	<u>\$90,000.⁰⁰</u>
17.	\$30,000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	<u>20</u> %	<u>\$36,000.⁰⁰</u>
18.	500	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.	<u>\$ 80</u>	<u>\$40,000.⁰⁰</u>

Sub-total (this page) \$ 166,000.⁰⁰

Bidder Initials JFW

Bidder's Name: _____

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
			PART SEVEN (7): REPAIR AND MAINTENANCE OF CHRYSLER MEDIUM DUTY TRUCKS, CHRYSLER FRANCHISED DEALER		
19.	\$75,000.00	YR	PARTS: Original Equipment Manufacturer (OEM) for Chrysler vehicles.	_____ %	\$ _____
20.	\$30,000.00	YR	PARTS: Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	_____ %	\$ _____
21.	500	Hours	LABOR: Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management.	\$ _____	\$ _____

Sub-total (this page) \$ _____

Bidder Initials _____

Bidder's Name: Rush Truck Center of Florida Inc
Winter Garden - Location

BID PRICE FORM

You are invited to Bid on the following:

Sublet Vehicle Repair

Item No.	Quantity	Unit	Description	%Mark-up / Rate	Total
			PART EIGHT(8): REPAIR AND MAINTENANCE OF MEDIUM DUTY TRUCKS, <u>INDEPENDENT REPAIR SHOP</u> (OTHER THAN FACTORY AUTHORIZED DEALERSHIP)		
22.	\$75,000.00	YR	<u>PARTS:</u> Original Equipment Manufacturer (OEM) for all vehicles.	<u>20</u> %	<u>\$ 90,000⁰⁰</u>
23.	\$30,000.00	YR	<u>PARTS:</u> Aftermarket, with prior approval of Fleet Management. Note: Parts furnished by the contractor shall be at the contractor's actual cost plus a percentage markup on parts obtained through competitive pricing. Evidence of actual costs and competitive pricing shall be required through submittal of actual invoices at the request of the City.	<u>20</u> %	<u>\$ 36,000⁰⁰</u>
24.	500	Hours	<u>LABOR:</u> Fixed hourly <u>rate</u> for labor. Note: Hours charged per job shall be based on an established industry job time standard such as Mitchell or Alldata, or actual job hours with prior approval by Fleet Management. Note: Total for Parts is calculated as follows: Quantity \$ _____ x % Mark-up = Total. Example: (Quantity <u>\$75,000</u> x %Mark-up <u>10</u> = Total <u>\$82,500</u>) Total for Labor is calculated as follows: Quantity Hours _____ x Rate \$ _____ = Total Example: (Quantity Hours <u>500</u> x Rate <u>\$100</u> = Total <u>\$50,000</u>)	<u>\$ 80⁰⁰</u>	<u>\$ 40,000⁰⁰</u>

Sub-total (this page) \$ 166,000.⁰⁰

GRAND TOTAL (ALL PAGES) \$ _____

Bidder Initials [Signature]

1. FOB Point Destination
2. Discount Payment Terms (if any): _____%, if paid within _____ days after receipt of invoice.
3. Is your company willing to accept the VISA ePayable solution for payment of all invoices?
____ Yes ____ No
4. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? ____ Yes ____ No
5. The Contractor shall start job within one (1) day after receipt of notice to proceed and thereafter complete job within three (3) days. Jobs which will take longer than three (3) days must have prior approval from Fleet Management

Recheck your quotations prior to submission. Bids may not be changed after being opened.

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bid, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bid.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, collusion or fraud with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Rush Truck Center of Florida
NAME OF BUSINESS

BY: Wade Bosarge
SIGNATURE

Wade Bosarge Executive Manager
NAME & TITLE/TYPED OR PRINTED

2424 N. John Young Parkway
MAILING ADDRESS

Orlando FL 32804
CITY, STATE, ZIP CODE

407 298-1000
TELEPHONE NUMBER

407 290-8263
FAX NUMBER

Wilsonj@Rushenterprises.com
E-MAIL ADDRESS

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me
this 8th day of September, 2011, by
Wade Bosarge

Wade Bosarge
Signature of Notary

Notary Public, State of FL

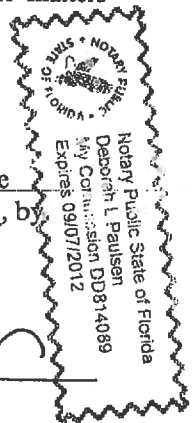
Personally Known

-OR-

Produced Identification _____

Type: _____

Company Tax ID # 061672108
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)



CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB11-0136/LD

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

Wade Bosarge
SIGNATURE

State of Florida
County of Orange

Wade Bosarge Executive Manager
NAME & TITLE, TYPED OR PRINTED

Sworn to (or affirmed) and subscribed before me
this 8 day of September, 2011, by

Rush Truck Center of Florida
NAME OF BUSINESS

Deborah L. Paulsen
Signature of Notary

2424 N. John Young Parkway
MAILING ADDRESS

Notary Public, State of FL

Orlando, FL 32804
CITY, STATE, ZIP CODE

Personally Known (circle if applicable)

-OR-

PHONE: (407) 298-1000

Produced Identification: _____

FAX: (407) 290-8263

Type of Identification: _____

E-MAIL: Wilsonj1@Rushenterprises.com

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: _____ Secondary Supplier: X

This contract is for: All Item Numbers: _____ or Item Numbers: 16, 17, 18, 22, 23, 24

INITIAL CONTRACT TERM: 11/1/11 to 10/31/12

ACCEPTANCE:

PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

By: Rhonda S. Ulmer
Director of Purchasing

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

M. O'D.A.
Assistant City Attorney
ORLANDO, FLORIDA

RHONDA S. ULMER, C.P.M., CPPO, FCCN

Date: November 14, 2011

Date: November 14, 2011

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** Rush Truck Center of Florida Inc
Address of Principal Place of Business: 2424 N. John Young Parkway
City/State/Zip: Orlando FL 32804
Phone: 407-298-1000 **Fax:** 407-290-8263
Name of primary Contact: John Wilson **Email:** wilsonji@rushenterprises.com

2. **TYPE OF ORGANIZATION:**

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation ☐ Other: _____

State of Formation: Delaware

Federal ID # 06-1672108 **DUNS #** 06-212-410

(The City only requires Company Tax ID Number.
The City is not requesting individual social security numbers).

3. **EMERGENCY CONTACT PERSON:** John Wilson
Phone: 407-298-1000 **Fax:** 407-290-8263 **Cell:** 407-467-5203

4. **INSURANCE COMPANY NAME:** Insurance of The State of Pennsylvania
Agent Contact: Dick Hall **Phone:** 210 416 2508

5. **EXPERIENCE:**

A. Years in business: 8
B. Years in business under this name: 8
C. Years performing this type of work: 8

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	City Certified M/WBE (Y or N)	City M/WBE Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

- A. Name of local service center: _____
- B. Address of local service center: _____
- C. County local service center is located in: _____
- D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

- A. Percentage of recycled material contained in the product: _____%
- B. Is your product packaged/shipped in material containing recycled content? Yes _____ No _____
- C. Is your product recyclable after it has reached its intended end use? Yes _____ No _____

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: Marion County BPT

Address: 5470 N.W. GAWESVILLE Rd Deale, FL

Telephone No.: 352-671-7706 Fax No.: _____

Contact: John

E-mail: _____

Reference #2:

Name: Volusia County DPW

Address: 1270 INDIAN LAKE Rd Daytona Beach, FL 32124

Telephone No.: 386-254-1895 Fax No.: _____

Contact: Bill or Dixie

E-mail: _____

Reference #3:

Name: BREVARD County Fire & Rescue

Address: 351 WENNER Way Cocoa, FL 32926

Telephone No.: 321-633-1862 Fax No.: _____

Contact: Mike & John

E-mail: _____

Reference #4:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bid. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: IFB11-0136/LD**DATE SUBMITTED:** _____**SOLICITATION TITLE:** Sublet Vehicle Repair**COMPANY NAME:** _____**ADDRESS:** _____**CITY:** _____ **STATE:** _____ **ZIP:** _____**CONTACT NAME:** _____ **PHONE:** _____

1. _____

2. _____

3. _____

4. _____

5. _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

**"NO BID" RESPONSE
TO
INVITATION FOR BID**

**CITY OF ORLANDO, FLORIDA
PURCHASING AND MATERIALS MANAGEMENT DIVISION**

City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Purchasing and Materials Management Division
City Hall at One City Commons
400 South Orange Avenue
Orlando, Florida 32801

We have received Invitation for Bid No., opening at 2:00 p.m., Local Time, City of Orlando, FL, on Thursday, September 8, 2011.

Reason for not bidding: _____

BY:

Signature

Name & Title, Typed or Printed

Company Name

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**

It is certified that neither the below-identified firm nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Contractor: Rush Truck Center of Florida, Inc

By: Wade Brown
Authorized Signature

Date: 7-8-11

Title: Executive Manager

Instructions for Certification

1. By signing and submitting this certification, the Contractor (referred to hereinafter as prospective lower tier participant) is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this certification clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. ~~Nothing~~ contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF
LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, ~~to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.~~
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Contractor: Rush Truck Center of Florida Inc

By: Wale Lelaw
(Authorized Signature)

Date: 11-8-11

Title: Executive Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, July 14, 2015								
Agenda Item Name								
Contract Award								
Requested Action								
Motion to approve a piggyback contract number 12-P-47IF from Volusia County B.C.C. with Cintas No. 2 to provide uniform rental / lease services.								
Staff Report								
The Purchasing Department the Environmental Services Department, and the Public Works Department recommend approval of the above action. At the request of the Environmental Services and Public Works Departments, the Purchasing Department sought a contract from Volusia County B.C.C. to obtain the services of uniform rental / lease services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1506-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Volusia County B.C.C. contract. The Volusia County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
Services are included in the current year approved budget.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFI 1506-003</td><td>RFI 1506-003.pdf</td></tr><tr><td>2.</td><td>Volusia County Contract 12-P-47IF</td><td>Contract 12-P-47IF.pdf</td></tr></table>			1.	RFI 1506-003	RFI 1506-003.pdf	2.	Volusia County Contract 12-P-47IF	Contract 12-P-47IF.pdf
1.	RFI 1506-003	RFI 1506-003.pdf						
2.	Volusia County Contract 12-P-47IF	Contract 12-P-47IF.pdf						



REQUEST FOR INFORMATION

Intent to Utilize Volusia County Contract for Uniform Rental / Lease

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1506-003	ISSUED DATE: June 22, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>June 30, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department, Environmental Services Department

(b) Company Name: Cintas Corporation

(c) Contract Number and Title: 12-P-47IF / Uniform Rental, Lease, and Purchase

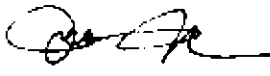
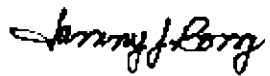
(d) Length of Contract: Expires July 31, 2016 w/optional one (1) year renewal period.

(e) Product or Service Provided: Provides for the rental/lease of uniforms for city employees.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Date: 06/11/2015		AGENDA ITEM		Item: 16
☐ Ordinance	☐ Resolution	☐ Budget Resolution	☒ Other	
Department: Public Works Division: Administrative Services				
Subject: Renewal of contracts for rental, lease, and purchase of uniforms. 12-P-47IF.				
John Angiulli Director Public Works  Department Approval	Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures	Legal Daniel D. Eckert County Attorney Director Legal Department 	County Manager's Office Donna DePeyster	
Division Approval	Tammy Bong Director Management and Budget  Approved as to Budget Requirements	Approved as to Form and Legality		
Council Action: Approved As Recommended				
Modification:				
Fund Number(s): 999 Various	Description: County-wide usage, various accounts		Amount: \$120,000.00	
Total Item Budget: \$120,000.00				
Staff Contact(s): John Anguilli John Gamble	Phone: 386 736 5965 386 736 5965		Ext. 12712 15527	
Summary/Highlights: On July 12, 2012, the county council awarded a three-year contract with two, one-year renewal options for rental, lease, and purchase of uniforms to Cintas Corporation #149, Daytona Beach, FL and Plexus Marketing, Inc., d/b/a Plexus, Inc., DeLand, FL. Staff recommends through Amendment No.1, the approval of the first renewal option. Estimated annual expenditure is \$120,000. Historical expenditure data is attached. The contract is available for review in the purchasing and contracts division.				
Recommended Motion: Approval.				

**AMENDMENT NO. 1
TO
CONTRACT BETWEEN
COUNTY OF VOLUSIA, FL
AND
CINTAS CORPORATION NO. 2**

THIS AMENDMENT No. 1, is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and a political subdivision of the State of Florida, with its business address at 123 West Indiana Avenue, DeLand, Florida, 32720, (hereinafter "County"), and **CINTAS CORPORATION NO. 2**, with its principal place of business located at 6800 Cintas Boulevard, Mason, OH 45040, incorporated in Ohio and licensed to do business in the State of Florida (hereinafter "Contractor").

RECITALS

WHEREAS, the County and Contractor entered into a Contract between County of Volusia, Florida and Cintas Corporation No.2 for Uniform Rental, Lease, and Purchase ("Contract") on July 12, 2012, under which, Contractor agreed to provide specified services with an initial term of three (3) years, from July 12, 2012 through July 31, 2015; and

WHEREAS, the County and the Contractor desire to amend the Contract through this Amendment No. 1 by modifying Article 6 titled "Term of Contract," by replacing Section 6.1 to correct the term of the Contract in accordance with Section 4.23 titled "Award Term" of the RFP 12-P-47IF; and

WHEREAS, the County and the Contractor desire to exercise the first one-year renewal as allowed for in the previous paragraph by extending the term of the Agreement through July 31, 2016.

NOW, THEREFORE, in consideration of the foregoing recitals and representation which are hereby adopted as material to this Amendment No. 1, the parties hereto do covenant and agree as follows:

1. The parties agree that the foregoing recitals are true, correct and material to the Contract and this Amendment No. 1.
2. The parties agree to amend Article 6 titled "Term of Contract," Section 6.1 to read as follows:

The term of this Contract shall begin on the date it is fully executed by both parties (the Effective Date) and shall expire three (3) years after the Effective Date. This Contract may be renewed for two (2) successive one (1)-year terms upon mutual agreement.

3. The parties agree to extend the term of this Agreement by exercising the first of two (2) one-year renewals authorized in Article 6, "Terms of Contract," thus extending the Agreement through July 31, 2016.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to Agreement between County of Volusia, Florida and Cintas Corporation No. 2 on the respective dates under each signature.

CINTAS CORPORATION NO. 2

BY: [Signature]
Chad Zaniewski
Branch Manager

Date: 5-11-15

Attest:

Signature

Name and Title

Date: _____

CC Date: 6/11 /2015

COUNTY OF VOLUSIA

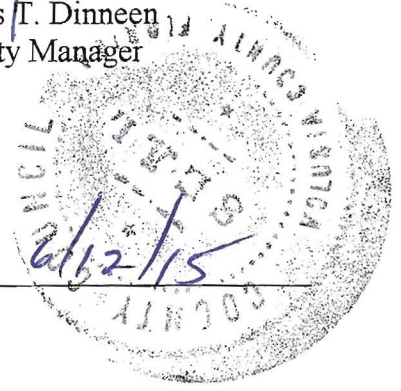
BY: [Signature]
Jason P. Davis
County Chair

Date: 6-12-15

Attest:

[Signature]
James T. Dinneen
County Manager

Date: 6/12/15





CONTRACT FOR UNIFORM RENTAL, LEASE AND PURCHASE

Between

THE COUNTY OF VOLUSIA

AND

CINTAS CORPORATION NO. 2

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

Table of Contents

1	EXHIBITS	3
2	ORDER OF PRECEDENCE	4
3	DEFINITIONS	4
4	SCOPE OF SERVICES	7
5	COMPENSATION AND METHOD OF PAYMENT	8
6	TERM OF CONTRACT	9
7	LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY	9
8	INSURANCE	10
9	TERMINATION.....	14
10	DISPUTE RESOLUTION	16
11	LOCAL GOVERNMENT LAWS.....	17
12	PAYMENT OF SUBCONTRACTORS	19
13	MISCELLANEOUS PROVISIONS	20

CONTRACT FOR UNIFORM RENTAL, LEASE AND PURCHASE

This Contract is made and entered into by and between **Cintas Corporation No. 2**, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6800 Cintas Boulevard, Mason, OH 45040 (hereinafter the "**Contractor**"); and **County of Volusia**, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, FL 32720 (hereinafter "**County**").

RECITALS

WHEREAS, this Contract is the result of the solicitation process for the County's Request for Proposals for Uniforms Rental, Lease and Purchase services for the County of Volusia, RFP 12-P-47IF; and

WHEREAS, Contractor has represented that it can provide uniform rental, lease and purchase services for the County of Volusia and the Scope of Services in the Contract; and

WHEREAS, the County requires a competent and qualified contractor to provide uniforms rental, lease and purchase services in support of the County's operations; and

WHEREAS, the County has requested and received expressions of interest for the retention of services of competent and qualified contractors, specifically providers of uniforms rental, lease and purchase services; and

WHEREAS, County has determined that the Contractor has the resources, experience, and proficiency to provide (a) the Services requested in RFP 12-P-47IF, including, those services as may be hereinafter described in and referred to as the Scope of Services; and/or (b) Documentation; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the citizens of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are true, material, and incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 EXHIBITS

1.1 The exhibits listed below are incorporated into and made part of this Contract.

- 1.1.1 Exhibit A RFP 12-P-47IF and Addenda 1 through 4
- 1.1.2 Exhibit B Proposal from Cintas Corporation No. 2
- 1.1.3 Exhibit B1 Clarification Questions from Cintas Corporation No. 2
- 1.1.4 Exhibit C Scope of Services
- 1.1.5 Exhibit D County Tax Exemption Certificate

2 ORDER OF PRECEDENCE

- 2.1 If Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall provide written notice of the conflict, error, or discrepancy to the County Project Manager and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order:
 - 2.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Contract, the following order of precedence shall govern.
 - 2.1.1.1 First: This Contract with its exhibits and attachments in the following order:
 - 2.1.1.1.1 The terms and conditions in the main body of this Contract.
 - 2.1.1.2 Second: Exhibit A – RFP 12-P-47IF and Addenda 1 through 4
 - 2.1.1.3 Third: Exhibit B - RFP Response from Cintas Corporation No. 2
 - 2.1.1.4 Fourth: Exhibit B1 – Clarification questions from Cintas Corporation No. 2
 - 2.1.1.4 Fifth: Exhibit C - Scope of Services
 - 2.1.1.5 Sixth: Exhibit D – County Tax Exempt Certificate

3 DEFINITIONS

- 3.1 For this Contract and any incorporated Scope of Services below or future scopes of services), certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. In the event there is a conflict between a term defined in this Contract and the incorporated Scope of Services (Exhibit C) and Contractor's Proposal with Clarifications (Exhibits B and B1) or any future scopes of services incorporated herein, the definition in the Scope of Services or future scopes of services, as applicable, shall govern for this Contract. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Contract and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).
- 3.2 **Addendum:** A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including drawings and specifications approved by the County and issued by the County or Consultant and/or distributed to third parties.

- 3.3 **Affidavit:** The instrument which is to be signed by Cintas Corporation No. 2 and submitted to the County upon the County's request through the Project Manager, upon completion of a job, task, inspection or testing or certification, confirming that said job, task, inspection or testing or certification has been properly and satisfactorily performed in accordance with all applicable statutory and safety standards and the Scope of Services. It shall also mean such instrument that may be requested by the County incidental to partial payments.
- 3.4 **Agency:** The state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under Sections 380.06 or 163.3220-163.3243 of the Florida Statutes.
- 3.5 **Amendment:** An amendment to this Contract in writing by the County, approved by the Director of Purchasing, and signed by the County and authorizing an addition, deletion, or revision in the Statement of Services, or an adjustment in the Contract price or the time for completion issued after execution of this Contract.
- 3.6 **Calendar day:** Any day, including Saturdays, Sundays, and holidays, regardless of weather conditions.
- 3.7 **Change Order:** A written order to the contractor signed by the County authorizing an addition, deletion, or revision in the Work or Services, or an adjustment in the contract price or time.
- 3.8 **Compensation:** The amount paid by the County to Contractor for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor under this Contract which includes all services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete this Contract.
- 3.9 **Contract:** This Agreement, including its articles, exhibits, attachments and Contract Documents.
- 3.10 **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Contract.
- 3.11 **Contract Documents:** Contract documents shall include but are not limited to the following: (1) This Agreement and Exhibits "A", "B", "B1", "C" and "D", (2) certificates of insurance, (3) Notice of Award and/or Notice to Proceed, (4) the conditions of this Agreement (general, special, supplementary, and other), (5) drawings or schedules, (6) job specifications, (7) written interpretations, (8) change orders, (9) project manuals, (10) addenda issued before the execution of this Contract, and, (11) any modifications or amendments to this Contract issued after execution.
- 3.12 **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a response to RFP #12-P-47IF for the purpose of obtaining business with the County to provide the product and/or services described herein and is properly licensed and certified.

- 3.13 **Contractor's services:** Those services within the Scope of Services of this Contract or any exhibit, attachment or addendum thereto which relates to the General Scope of Services for this Contract in connection with Contractor's employment or practice or provision of work or services.
- 3.14 **County:** The County of Volusia, Florida, a political subdivision of the State of Florida for whom work or services are to be performed.
- 3.15 **County Representative:** Also known as the person designated by the County to review, approve and make decisions regarding the Statement of Services in this Contract.
- 3.16 **Deliverable(s):** The result(s) or end products of a Project requested pursuant to the Scope of Services that meet the defined specifications, warranties, and functional parameters articulated in such order or request and this Contract.
- 3.17 **Effective Date:** The date that this Contract, including any Addendum, Amendment, Modification or exhibits attached thereto, is fully executed by Contractor and the County.
- 3.18 **Firm:** Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.
- 3.19 **Inspector or Field Representative:** County Employee or an authorized representative of Cintas Corporation No. 2 assigned to make inspections of the work performed and materials furnished pursuant to this Agreement.
- 3.20 **Master Agreement:** The payment vehicle through with the successful Respondent(s) shall be compensated. Master Agreement(s) will be issued in accordance with the specifications, terms, and conditions of this RFP document and shall be valid for a specified period of time.
- 3.21 **Notice of Award:** A written notice by County that Cintas Corporation No. 2 has been deemed to be highly qualified and approved for an award of this contract.
- 3.22 **Notice to Proceed:** The official letter from the County to Cintas Corporation No. 2 establishing a date on which the Work in this Agreement shall commence.
- 3.23 **Owner:** The owner is Volusia County for whom all Work or Services under this Agreement are to be performed by Cintas Corporation No. 2.
- 3.24 **Project:** An order for Uniform Rental, Lease and Purchase Services, Deliverables, or Work issued by the County pursuant to this Contract, including any specifications issued in connection therewith.
- 3.25 **Project Manager or County Project Manager:** The County employee who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the County. The County may change the Project Manager at any time by providing notice to Cintas Corporation No. 2.

- 3.26 **Scope of Services:** The services, herein defined in this Contract under a Scope of Services (e.g., Exhibit C) that is agreed to by the parties in writing, which includes responsibility on the part of the Contractor for performing and complying with all incidental matters pertaining thereto.
- 3.27 **Services:** Those services defined in the Scope of Services as may be requested from time to time by the County and performed by the Contractor, including: the services, duties, and obligations to be carried out and performed by the Contractor under the Contract and pursuant to the Scope of Services.
- 3.28 **Statement of Services:** The general services/work, herein defined in this Contract including responsibility for performing and complying with all incidental matters pertaining thereto pursuant to project specifications and requirements. The terms "Statement of Services," or "Scope of Services," shall be synonymous.
- 3.29 **State:** State of Florida.
- 3.30 **Subcontractor:** A person other than a materialman or laborer who enters into a contract with a contractor for the performance of any part of the basic Contract.
- 3.31 **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of a Project assigned to or undertaken by Contractor under the Contract or a Master Agreement issued pursuant to this Contract, including the furnishing of all labor, materials, products, and other items incidental thereto.

4 SCOPE OF SERVICES

- 4.1 Contractor shall perform all Work or Services identified in this Contract and its attached Exhibits A - C or schedules, which Exhibits are attached hereto and made a part of this Contract.
- 4.2 County reserves the right to amend the Scope of Services upon mutual written consent of both parties.
- 4.3 Contractor and County may agree through an Amendment or Change Order pursuant to the terms and conditions of this Contract to perform future scope of services that relate to the Project.
- 4.4 Contractor represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services, and to provide and perform such Services to County's satisfaction for the agreed compensation. Contractor shall render all Services under this Contract in a professional manner. Contractor agrees to perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a professional in its field, performing the same or similar services. Contractor shall perform its duties, obligations, and Work under this Contract in a skillful and competent and workmanlike manner.

- 4.5 **Assurance.** Contractor gives County its assurance that all Work and Services performed under this Contract shall be performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Services not conforming to the specifications and requirements of the Scope of Services or with the inspections, tests (if applicable) or approvals as set forth in the Scope of Services shall be considered materially defective and constitute a breach of this Contract.
- 4.6 **Documentation:** Contractor agrees to provide County with all Documentation in electronic format in searchable PDF format and/or hardcopy as requested by the County Project Manager.

5 COMPENSATION AND METHOD OF PAYMENT

- 5.1 **No Guarantee as to the Purchase of Work or Services.** The purpose of this Contract is to govern transactions for uniform rental, lease and purchase services as between the County and the Contractor, who has been deemed qualified to provide uniform rental, lease and purchase services pursuant to the selection process pursuant to RFP #12-P-47IF. Neither this Contract nor the County's determination that the Contractor is qualified to perform the uniform rental, lease and purchase services described herein shall operate as a guarantee that the County will purchase or procure any minimum amount of work and/or services from the Contractor or that the Contractor will have an exclusive right to provide uniform rental, lease and purchase services to the County. Rather, execution of this Contract makes the Contractor eligible to perform uniform rental, lease and purchase services for the County as such work may be needed or requested by the County from time to time.
- 5.2 **Covenant to Abide by the County's Procurement Procedures and Processes.** As a qualified provider of uniform rental, lease and purchase services, Contractor hereby covenants and agrees to abide by the County's purchasing policies and ordinances.
- 5.3 **Purchases.** As required, orders for work and services pursuant to this Contract shall be procured through the issuance of Master Agreement documents, which shall constitute the payment vehicle for each order.
- 5.4 **Payment Terms.**
- 5.4.1 The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- 5.4.2 Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- 5.4.3 The County has the capabilities of Electronic Fund Transfer (EFT). For each order issued or quote requested, the Contractor shall list any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.

- 5.4.4 Contractor consents and agrees that the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Contractor and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.
- 5.5 **Taxes.** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes, and shall not be charged by the Contractor for such taxes. The County of Volusia, Florida currently possesses State Exemption Certificate No. 74-07-059158-53C.
- 5.6 **Failure to deliver.** In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions and any Master Agreement(s) issued, the County, after due written notice, may procure the services from other qualified contractors or otherwise provide for such services in-house and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

6 TERM OF CONTRACT

- 6.1 **Term of Contract.** The term of this Contract shall begin on the date it is fully executed by both parties (the Effective Date) and shall expire three (3) years after the Effective Date.

7 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 7.1 Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses, and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its Subcontractors or agents performing Work or Services under the Contract, caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's Subcontractors or anyone employed by any of them or anyone for whose acts any of them may be liable if the Contractor or its Subcontractors have directed or supervised or otherwise caused an indemnified party to engage in such negligent, wrongful, or reckless act. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the Contract.
- 7.2 In all claims against the County, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any Subcontractor or Sub-subcontractor under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- 7.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida

Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 7.4 If either party should become entitled to claim damages against the other party for breach of contract arising from the Contract, the party in breach shall be liable only for the amount of actual direct damages up to a maximum amount equal to the sums paid or payable under the Contract.
- 7.5 In no event shall either party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the party knew or should have known about the possibility of such damages for any provision of the Contract.

8 INSURANCE

8.1 Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers' Compensation	\$ 500,000
Employers Liability	\$ 100,000 Each Accident
(including Appropriate Federal Acts)	\$ 500,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease
Commercial General Liability	\$2,000,000 General Aggregate
Premises-Operations	\$2,000,000. Products/CompOps Aggregate
Products-Completed Operation.....	\$1,000,000. Personal/Advertising Injury
Blanket Contractual Liability.....	\$1,000,000. Each Occurrence
Independent Contractors	\$50,000. Fire Damage
	\$5,000. Medical

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability \$1,000,000. CSL
 All autos-owned, hired or no-owned
 (Symbol 1 Coverage)

- 8.1.1 Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract).

- 8.1.2 Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

- 8.1.3 **Workers' Compensation Insurance.** Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide Work or Services under this Contract or that is in any way connected with Work or Services performed under this Contract, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- 8.1.3.1 Contractor and its Subcontractors, or any associated or subsidiary company doing Work on County property or under this Contract must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- 8.1.4 **Commercial General Liability Insurance.** Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from Work or Services performed under this Contract. Public liability coverage shall include either blanket contractual

insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured.

8.1.5 **Motor Vehicle Liability.** The Contractor shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

8.1.6 **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

8.2 **Insurance Requirements**

8.2.1 **General Insurance Requirements:**

8.2.1.1 All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

8.2.1.2 Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.

8.2.1.3 **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).

8.2.1.4 **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or

Services on behalf of the Contractor or for the Contractor's benefit under this Contract.

8.2.1.5 **Cancellation Notices.** During the term of this Contract, Contractor shall be responsible for advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of material notices of cancellation of the original insurance policies approved by the County under this Contract within two (2) calendar days of receipt of such notice or change.

8.2.1.6 For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Contract.

8.2.1.7 **Deductibles.** For purposes of this Contract, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

8.3 **Proof of Insurance**

8.3.1 The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

8.3.2 The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County, if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.

8.3.3 All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

8.3.4 The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Contract. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Contract but County has no obligation to renew any policies.

8.4 The provisions of this Article shall survive the cancellation or termination of this Contract.

9 TERMINATION

9.1 This Contract may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

9.2 County may terminate this Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.

9.3 The Contractor may cancel the Contract with one-hundred eight (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

9.4 After Contractor's receipt of a notice of termination pursuant to Section 9.1 above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:

9.4.1 Stop work under the Contract or applicable scope of services on the date specified in the notice of termination.

9.4.2 Place no further orders or subcontracts for materials, services or facilities.

9.4.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.

9.4.4 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Article 9.

9.5 After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall included without limitation all amounts due for Work or Services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination

and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund the County any prepaid fees.

- 9.6 **Non-Appropriation.** This Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation. Contractor recognizes that funding for County requirements, including the funding for monies to pay for the Deliverables provided under this Contract is provided on a budget year basis, October 1 through September 30. Contractor further recognizes that the County Council of the County of Volusia, is the authority that establishes, allocates or otherwise provides for County's budget year funding. If, in any budget year, funding for any reason is not provided for the Services and Deliverables or other monetary obligations herein, then such obligation, if any, may be terminated by County without penalty or further payment to Contractor. Additionally, in such event, except to the extent of the prorated amount of prepaid fees, Contractor may terminate the Contract without further obligation to provide Services to County.
- 9.7 In the event that the County or Contractor terminates this Contract for non-appropriation, Contractor shall be paid in accordance with terms of Article 5 - Compensation and Method of Payment. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and Deliverable that was started but not completed and (b) for any work or Deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section and this Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- 9.8 Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from and cease performing further work or incurring additional expenses under the terms of this Contract that is/are not specifically authorized in the Notice of Termination.
- 9.9 If termination of this Contract occurs for any reason:
- 9.9.1 Except as otherwise provided in this Contract, each party shall return to the other party, or destroy, all confidential information in its possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative that all such information has been destroyed or returned, provided that the receiving party shall be permitted to retain an archival copy of any such confidential information (provided in continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.
- 9.9.2 For all undisputed outstanding invoices submitted to the County for Work completed or Deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for

work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to Article 5 - Compensation and Method of Payment. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in Article 10 hereof.

- 9.10 In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of Third Party Products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 9.11 In the event Contractor is unable to deliver the services, the County shall have the right to terminate the Contract and have the right to receive from Contractor a refund all fees paid through the date of such termination.

10 DISPUTE RESOLUTION

- 10.1 The parties to this Contract shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Contract in accordance with the provisions set forth in this Article 10. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Contract and any applicable Scope of Work or Services. Issues shall be escalated to successive management levels as needed.
- 10.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Contract, or the interpretation thereof, or any conduct by the other party under these Contracts, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 10.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days, the Project Managers shall escalate the dispute as indicated below.

County Work Days	Contractor's Representative	County Representative
10	Contractor	Project Manager
10	Contractor's Engagement Manager	Director of Purchasing and Contracts
20	Contractor's Business Unit Manager or Designee	Deputy County Manager

- 10.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this Article, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear their own costs and attorney's fees for mediation or arbitration of an issue arising under this Contract.

11 LOCAL GOVERNMENT LAWS

- 11.1 **Public Entity Crimes Act.** Contractor represents that the execution of this Contract shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.
- 11.2 **Equal Opportunity; Disadvantaged Business Enterprises.** During the performance of this Contract, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.3 **Independent Contractor.** Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.
- 11.4 **No Contingent Fees.** Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, County shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 11.5 **Audit Right and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Contract. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's and its subcontractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.
- 11.6 **Truth-in-Negotiations.** Contractor's signature on this Contract shall act as execution of a truth-in-negotiations certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract are accurate, complete, and current at the time of contracting and that it has disclosed all obligations, debts or fees owed to the County or pending before the County prior to the execution of this Contract.
- 11.7 **Covenant Against Contingent Fees.** The Contractor warrants that no person or selling 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 or selling agencies maintained by the Contractor for the purpose of securing business.

- 11.8 **Modifications Due to Public Welfare or Change in Law.** The County shall have the right under its police powers to make changes in this Contract as the result of changes in law or County ordinances, to impose new rules and regulations relative to the Scope of Services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any such proposed change and an opportunity to be heard concerning those matters. The County and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 11.19 **Compliance with laws and regulations.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work or which in any way affect the conduct of the work. The Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Contractor, its representatives, subagents, subcontractors, professional associates, agents, servants, or employees. Additionally, the Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the Federal Government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term, of this Contract.

12 PAYMENT OF SUBCONTRACTORS

- 12.1 Contractor shall save and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Contract.
- 12.2 Nothing in this Contract shall create any obligation on the part of the County to pay directly to any Subcontractor or Sub-subcontractor of Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor or Sub-subcontractor of Subcontractor for amounts owed by Contractor to Subcontractor or Subcontractor to Sub-subcontractor for Work performed under this Contract.
- 12.3 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Contract. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the Parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract, except as otherwise provided in this Contract.

13 MISCELLANEOUS PROVISIONS

- 13.1 **Drug-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the terms of the Contract and shall comply, subject to the prior receipt, with the County's policies on drug-free and smoke-free work place during the term of this Contract.
- 13.2 **Notice.** All notice required under this Contract shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Contract. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935 Fax: 386-736-5972	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950 Fax: 386-736-5990
In the case of Contractor:	with a copy of legal notices to:
Cintas Corporation No. 2 Attn: Chad Zaniewski Address: 1844 Holsonback Drive Daytona Beach, FL 32117 Phone: 386-274-2715 Fax: 386-274-2371	Cintas Corporation No. 2 Attn: Chad Zaniewski Address: 1844 Holsonback Drive Daytona Beach, FL 32117 Phone: 386-274-2715 Fax: 386-274-2371

13.3 **Assignment and Performance.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without first providing County with a processing fee of Five Hundred Dollars (US \$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Contractor to obtain the County's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages

and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this section.

Nothing herein shall preclude the right of the County to waive its rights under this section but no waiver shall be granted by the County without amendment to the Contract. The Contractor is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services ordered pursuant to this Contract as a condition to execution of the amendment.

- 13.4 **Time of the Essence.** Time is of the essence for all Work or Services performed throughout this Contract.
- 13.5 **Key Personnel.** The initial key personnel must be made known to County or specified in the Scope of Services or future statement work. Any changes in personnel related to the Volusia County Contract shall be submitted in writing to the County's Project Manager and the Director of Purchasing and Contracts or designee within five (5) business day of change. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within five (5) County Work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall provide the County Project Manager with such information as necessary for County to evaluate the new key personnel. In the event the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Contract. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Contract, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. Contractor agrees to provide County with at least five (5) County Work days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new project team participants and County may choose to interview new Project team members.
- 13.6 **References to County or Contractor.** Contractor agrees that during the term of this Contract, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Contract shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Contract.

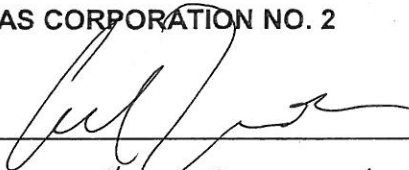
- 13.7 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Contract to the extent resulting from force majeure or other causes beyond reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, act or omissions of the other party, Government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties (an such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:
- 13.7.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 13.7.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party within two (2) County Work Days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) County Work Days, of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.
- 13.7.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of this Contract.
- 13.8 **County Representative.** Performance of this Contract by the Contractor shall be under the direction of the authorized County Representative, who shall have final decision authority for all phases of the work and services, including general direction, review, and approval. The County Representative's review, approval, acceptance of, or payment for, any of the work and services required under this Contract shall **not** be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County for all costs of any kind that the County incurs as a result of the Contractor's negligent performance of the work and/or services furnished under this Contract.
- 13.9 **Subcontractors.** The Contractor shall require all subcontractors and outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract.
- 13.10 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- 13.11 **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.
- 13.12 **Severance.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Contractor elects to terminate this Contract. The election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 13.13 **Applicable Law, Venue and Waiver of Jury Trial.** This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal issues arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the 7th Judicial Circuit in and for the County of Volusia, Florida, and venue for litigation arising out of the Contract shall be exclusively in such state courts. By entering into this Contract, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.
- 13.14 **Amendments.** No modification, change order, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the award authority and Contractor.
- 13.15 **Prior Contracts.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 13.16 **Additional Rights and Remedies.** The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Contract.
- 13.17 **Headings.** Any paragraph, article, and/or section headings used in this Contract are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Contract.
- 13.18 **Effective Date.** This Contract shall take effect on that day which it is fully executed by the County and the Contractor.
- 13.19 All provisions of this Contract which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Contract.

13.20 **Entire Contract.** This Contract contains the entire Contract between Contractor and County. Any modifications to this Contract shall not be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Contract for Uniform Rental, Lease and Purchase Services on the date last written below.

CINTAS CORPORATION NO. 2

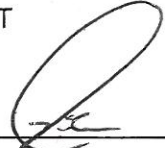
BY: 

Name: Chad Janiewski

Title: Branch Manager

Date: 6/27/12

ATTEST

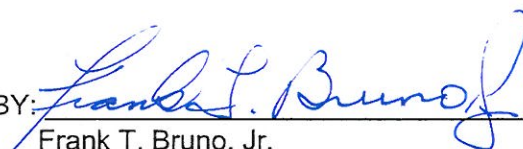
BY: 

Name: Nik Foster

Title: Program Consultant

Date: 6/27/2012

COUNTY OF VOLUSIA

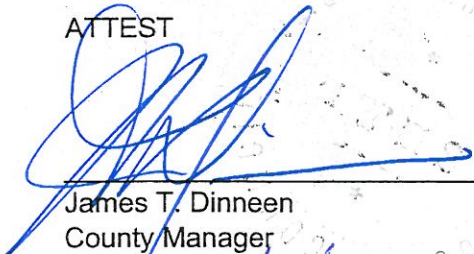
BY: 

Frank T. Bruno, Jr.
County Chair

Date: 7/12/12

CC Date: 7-12-12

ATTEST


James T. Dinneen
County Manager

Date: 7/16/2012



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 14, 2015	
Agenda Item Name	
Bid Award	
Requested Action	
Motion to approve contract between the City of Clermont and Jordan Brothers Construction, LLC. to provide all labor, material and equipment necessary to conduct stormwater improvements to Linden Street and Lake Avenue in the amount of \$518,006.30 and contingency cost of \$51,800.	
Staff Report	
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Environmental Services Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide stormwater improvements to Linden street and Lake Avenue. The Purchasing Department issued a Request for Bid (RFB) number 15-028 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three responses to the RFB. The project involved the construction of stormwater treatment at two locations. The first location is 7th Street at intersection with Linden Street and entails removing existing pavement and installing stormwater treatment system infrastructure and re-building the road. The second location is at Lake Street between Linden Street and Seminole Street and entails removing existing pavement and installing stormwater treatment system infrastructure, re-building road, and constructing drainage retention area between road and lake. Award is being recommended to responsive and responsible bidder Jordan Brothers Construction, LLC. at the total amount of \$518,006.30 who complied with all terms, conditions, and specifications stated in the RFB. Partial funding for this project is derived from Lake County Water Authority which includes cost sharing for 30% of the project, not to exceed \$151,594. Funding will be provided in the form of reimbursement to the City. A contingency of \$51,800 (10% of total bid price) is being sought for changes that may occur during the construction process. The fiscal impact of \$569,806.30 includes contingency values.	
Additional Analysis	

Fiscal Impact Summary		
Project cost is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$569,806.30	45538-66306	\$600,000.00
Exhibits Attached (copies of original agreements)		
1. RFB 15-028 Bid Tabulation	RFB 15-028 Response Tabulation.pdf	



RESPONSE TABULATION

RFB 15-028, LINDEN STREET AND LAKE AVENUE STORMWATER IMPROVEMENTS
DUE DATE/TIME: JUNE 25, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1-4	BID BOND	LUMP SUM PRICE
Jordan Brothers Construction, LLC. – Orlando, FL	Y	Y	\$518,006.30
JPR Universal Construction, LLC. – Clearwater, FL	Y	Y	\$588,985.81*
Killebrew, Inc. – Lakeland, FL	Y	Y	\$710,687.00

* Mathematical Error: Total lump sum price was adjusted from \$589,099.88 to \$588,985.81.

**Addendum 1-4 where not mandatory submittals with RFB response.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and Innovative Construction & Engineering, LLC. to provide all labor, material and equipment necessary to conduct renovation of historical Kern House and Cooper Library and a budget amendment in the amount of \$17,220.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide historical exterior renovation of Kern House and Cooper Library. The Purchasing Department issued a Request for Bid (RFB) number 15-021 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was only one response to the RFB. The Purchasing Director reduced the total price of line 1, 2 and additive alternate by \$5,775, from \$89,995 to \$84,220 through a best and final offer. A copy of the statement of work and bidder's price is attached. Award is being recommended to single bidder Innovative Construction & Engineering, LLC. for the total amount of \$84,220 who complied with all terms, conditions, and specifications stated in the RFB. Project is included in the current year Infrastructure Sales Tax Fund budget in the amount of \$67,000. A budget amendment in the amount of \$17,220 in the Infrastructure Sales Tax Fund is requested.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment in the amount of \$17,220 is requested in the Infrastructure Sales Tax Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$84,220.00	12573-54600	\$67,000.00

Exhibits Attached (copies of original agreements)	
1. RFB 15-021 Bid Tabulation	RFB 15-021 Response Tabulation.pdf
2. Scope of Work and Bid Price	RFB 15-021 Scope of Work.pdf
3. Price Reduction Letter	Price Reduction Letter.pdf



RESPONSE TABULATION

RFB 15-021, EXTERIOR RENOVATION OF HISTORICAL KERN HOUSE AND COOPER LIBRARY
DUE DATE/TIME: MAY 28, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1-4	RENOVATION LUMP SUM PRICE	ADDITIVE ALTERNATE	RENOVATION + ADD. ALTERNATE
Innovative Construction & Engineering, Odessa, FL	1-3 ONLY	\$77,995.00	\$12,000.00	\$89,995.00

****Addendum 1-4 were not mandatory submittals with RFB response.**

SECTION – B
STATEMENT OF WORK

The current condition of the exteriors of the Cooper Library and the Kern house buildings in the Clermont Historic Village were evaluated in 2012 and in 2014. The deficiencies and items requiring maintenance are described below.

The existing siding at the Cooper Memorial Library Building has deteriorated due to moisture penetration and cannot be easily repaired. This solicitation calls for a complete removal and replacement of the siding, vertical and horizontal trims, and replacing all window framing and window trims.

The two-story Kern House has several areas of wood rot occurring due to improper drainage planes, improper preparation of materials in the sealing and priming stage and poor application of exterior paint finishes. The north/northeast deck is sloped toward the house causing deterioration of the siding where the deck abuts the house. This solicitation calls for a complete removal and replacement of siding on the north, east and west sides of the Kern House, new window framing and trim on the same sides, caulking and painting all wood siding, trim and porch deck on the south side, painting and total rebuild of the north/northeast deck, and replacing the bottom front step.

The demolition and construction on both sites shall be phased so that building is secured and enclosed at all times. All furnishings described herein shall be installed by qualified tradesmen. All work and installation of materials shall be conducted as per manufacturer's specifications and recommendations, or as otherwise directed by City's Project Manager. The City's project manager will review each installation to determine compliance prior to final work acceptance. Successful respondent shall remove from the site all excess materials, soil, debris, equipment, to the satisfaction of City's Project Manager upon final inspection.

1.A – KERN HOUSE: HARDWOOD SIDING REPAIRS SOUTH SIDE ONLY

- i. Replace damaged siding and trim to be performed by others
- ii. Prime new siding and trim to be performed by others
- iii. Apply caulk where siding abuts openings or trim; at every joint and interface. A paintable siliconized acrylic latex caulk should be applied. Do not use 100% silicone caulk.
- iv. Replace bottom front step with new PT wood to match other steps, prime and paint per wood specifications.
- v. Two coats of acrylic latex paint shall be applied to all exposed surfaces of the siding, various trims, and porch deck.
- vi. Installation shall be according to American Wood Council or Western Wood Products Association Recommendations.

SECTION – B
STATEMENT OF WORK

1.B – KERN HOUSE: RECONSTRUCTION OF NORTH/NORTHEAST DECK
(ALTERNATE BID)

- i. Demolish and dispose of existing deck.
- ii. Perform total re-build of the deck using 1" x 6" IPE Wood Decking or approved equal, providing 1/8" gap between boards.
- iii. Perform total re-build of the supporting structure using new PT wood.
- iv. Provide all incidental hangers, brackets, screws, bolts, etc.
- v. The deck shall be self-supporting, and not attached to the house.
- vi. Allow for a positive drainage plane as well as a 3/4"-1" gap between the deck plank and exterior wall siding.
- vii. Decking to be fastened with (2) 2-3/4 deck screws at each beam.
- viii. Pre-drill and countersink all screws (typ)
- ix. All beams and cross bracing shall be new PT wood. Use Simpson LUS28 joist hanger with (6) 10d nails.
- x. Provide additional cross bracing at all beams
- xi. All beams shall be 4"x6" PT wood
- xii. Running board and cross bracing shall be 2" X 6" PT wood
- xiii. Provide 2 x 2 picket @ post direction change
- xiv. Construct open riser stairs to access the west side of the deck. Treads to be 11 inches, and riser to be 6.75 inches. Nose depth between 1/2" and 1".

1.C – KERN HOUSE: HARDIE PLANK SIDING NORTH, EACH AND WEST SIDES

- i. Remove all siding, vertical and horizontal trims on three sides of the building and dispose.
- ii. Install Select Cedarmill HardiePlank 10 siding on three sides of the building.
- iii. Install vertical and horizontal trims using HardieTrim similar to existing trim.
- iv. Remove all windows, demolish all window framing and install new window framing using HardiePlank. Re-install existing windows.
- v. Ensure proper drainage plane on all horizontal trim components.
- vi. Installation shall be according to HardiePlank HZ10 Lap Siding Installation Requirements for primed & Colorplus® products.

SECTION – B
STATEMENT OF WORK

1.D – KERN HOUSE: DOOR OVERHANG ON NORTH DOOR AND EAST DOOR

- i. Construct a door overhang on the north and east door using PT wood and minimum 3/8" exterior plywood. See attached picture for overhang style. Rafters shall be spaced no more than 16 inches. Overhang width shall be minimum 68 inches, and the drip line shall be a minimum 48 inches from the face of the building. Install roofing felt between plywood and galvanized roofing matching existing roof.

2 – COOPER LIBRARY

- i. Remove all siding materials, vertical and horizontal trims and dispose.
- ii. Install milled cypress wood siding, similar to existing size.
- iii. Install like sized trim using milled cypress wood.
- iv. Ensure proper drainage plane on all horizontal trims.
- v. Remove all windows, demolish all window framing and install new window framing using HardiePlank.
- vi. All wood material shall be primed with an acrylic latex primer on all surfaces prior to installation.
- vii. Precutting will be required.
- viii. Verify moisture content is in the allowable range for the wood chosen.
- ix. After installation all screw heads shall be primed.
- x. Apply caulk where siding abuts openings or trim; at every joint and interface. A paintable siliconized acrylic latex caulk should be applied. Do not use 100% silicone caulk.
- xi. Two coats of acrylic latex paint shall be applied to all exposed surfaces of the cypress siding and various trims.
- xii. Installation of wood shall be according to American Wood Council or Western Wood Products Association Recommendations.

END OF SECTION – B

**SECTION – C
PRICE SCHEDULE**

NOTE: By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the lump sum price of the items listed below, authorized, ordered, placed, and accepted by the City.

L.N.	Description	Total Lump Sum Price
1	Kern House Renovation (Scope of Work 1A, 1C, 1D)	46,700.00
2	Cooper Library Renovation	31,295.00
Total Lump Sum Price for Line Items 1 and 2		77,995.00
Add	Kern House Reconstruction of North/Northeast Deck – Additive Alternate (Scope of Work 1B)	12,000.00
Lump Sum Price for Line Items 1 and 2 Including Additive Alternate		89,995.00

Contractor's Days to Substantial Completion: 60 Calendar Days.

Not to exceed: Ninety (90) Calendar Days from Purchase Order or Notice To Proceed.
Final Completion Shall Be Ten (10) Calendar Days Thereafter.

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	<u>Innovative Construction + Engineering</u>
Street Address:	<u>16527 Hutchison Rd Odessa, FL 33556</u>
Mailing Address (if different):	
Telephone:	<u>813-474-6346</u>
Fax:	<u>888-231-2838</u>
Email:	<u>david1744@ice-build.com</u>
Payment Terms:	<u> </u> % <u> </u> days, net <u> </u>
FEIN:	<u>46 - 5262414</u>
Professional License No.:	<u>L14000054340</u>
Signature:	<u>[Signature]</u>
Date:	<u>6/22/15</u>
Print Name:	<u>David J. Irwin</u>
Title:	<u>Administrative Mgr.</u>
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☒ No <u>YES IF 3.5% INCREASE IS Accepted</u>	

END OF SECTION – C



July 1, 2015

TO: Freddy Suarez, City of Clermont
FROM: Innovative Construction & Engineering
RE: Change of Bid price for the "Exterior Renovation of Historical Kern House and Cooper Library"

Mr. Suarez,

This letter is to inform you that we at Innovative Construction & Engineering have lowered our original bid price for the "Exterior Renovation of Historical Kern House and Cooper Library". Our original price was \$89,995. The new price of our bid offer is **\$84,220**. This is a reduction of \$5,775.

Thank you,

David Irwin

Innovative Construction & Engineering
813-474-6346
888-231-2838 fax



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve the Clermont Downtown Partnership to host a monthly car show on the second Saturday of every month in Downtown Clermont.		
Staff Report		
The Parks and Recreation Department support the Clermont Downtown Partnership's request to host a reoccurring monthly car show in Downtown Clermont. The event will occur on the second Saturday of every month and will be from 1:00 PM until 9:00 PM and will incorporate different styles of cars, food trucks, vendors and music. The following road closures are requested to support the event from 1:00 PM to 9:00 PM. (Please see attached map for details) -Montrose Street between Lake Ave and West Ave -8th Street between Montrose Street and Minneola Ave. -Minneola Ave between 8th Street and the entrance to public parking lot. -7th Street between Desoto Street and the entrance to the Elks parking lot The CDP has agreed to comply with all city regulations including staff personnel requirements to ensure the event is safe and successful.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Car Show Council Packet Car Show Packet.pdf		



CITY OF CLERMONT EVENT APPLICATION

City
STP
EDP
Copy

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 5/28/2015 Name of Event: SECOND SATURDAY CAR SHOW

Date(s) of Request: Aug 8th; Sept. 12; Oct. 10; Nov 14; Dec 13 2015 Actual Event Hours Start: 2:00 PM End: 8:00 PM
(All events must end no later than 10pm)

Set Up Hours Start: 2:00 PM End: 2:00 PM Breakdown Hours Start: 8:00 PM End: 9:00 PM

Please list all City of Clermont facilities and/or streets being requested: BARRICADES FOR TRAFFIC CONTROL; TRASH CANS THROUGHOUT THE AREA OF CLOSURE

Name of Organization/Renter: CLERMONT DOWNTOWN PARTNERSHIP

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # 501-C-6

Federal ID #/Drivers License #: _____ Website: www.clermontdowntownpartnership.com

Event Contact: Ron Smart Email: info@clermontdowntownpartnership.com

Day Phone: 352-247-4640 Cell Phone: 405-204-0839 Other Phone/Fax: _____

Address: PO Box 120734; 620 W. MONTROSE City: CLERMONT State: FL Zip: 34711

Secondary Contact: MARY JO PFEIFFER Phone#: 352-348-4111

Briefly Describe Event: CAR SHOW; FOOD TRUCKS; VENDORS WITH 10x10 tents; DJ

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):

ROAD CLOSURES (MAP ATTACHED): CARE/MONTROSE/WEST/MONTROSE/8th MONTROSE;
See Below 7th DESOTO TO ELKS DRIVEWAY S. OF MONTROSE; MINNEOLA FROM ELKS DRIV
Event Participants: 130 Expected Attendance: 1000 # of Vehicles: 100 TO DIAGONAL AT 8th

Are you planning on having food? ☒ Yes ☐ No Type of food: FOOD TRUCKS / LICENSED FOOD PROVIDERS

Are you planning on selling food? ☐ Yes ☒ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____
FOOD SOLD BY ABOVE ENTITIES (FOOD TRUCKS)

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? 10'x10' = 20
(a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Ronald E Smart
Applicant Signature

5/28/2015
Date

Rules received and read (initial): RES

City of Clermont Recreation Department, 3700 South Highway 27, Clermont, FL 34711
(352) 394-3500 phone, (352) 394-2900 fax, www.cityofclermontfl.com

Open Container throughout area of event.

EVENT
LAYOUT

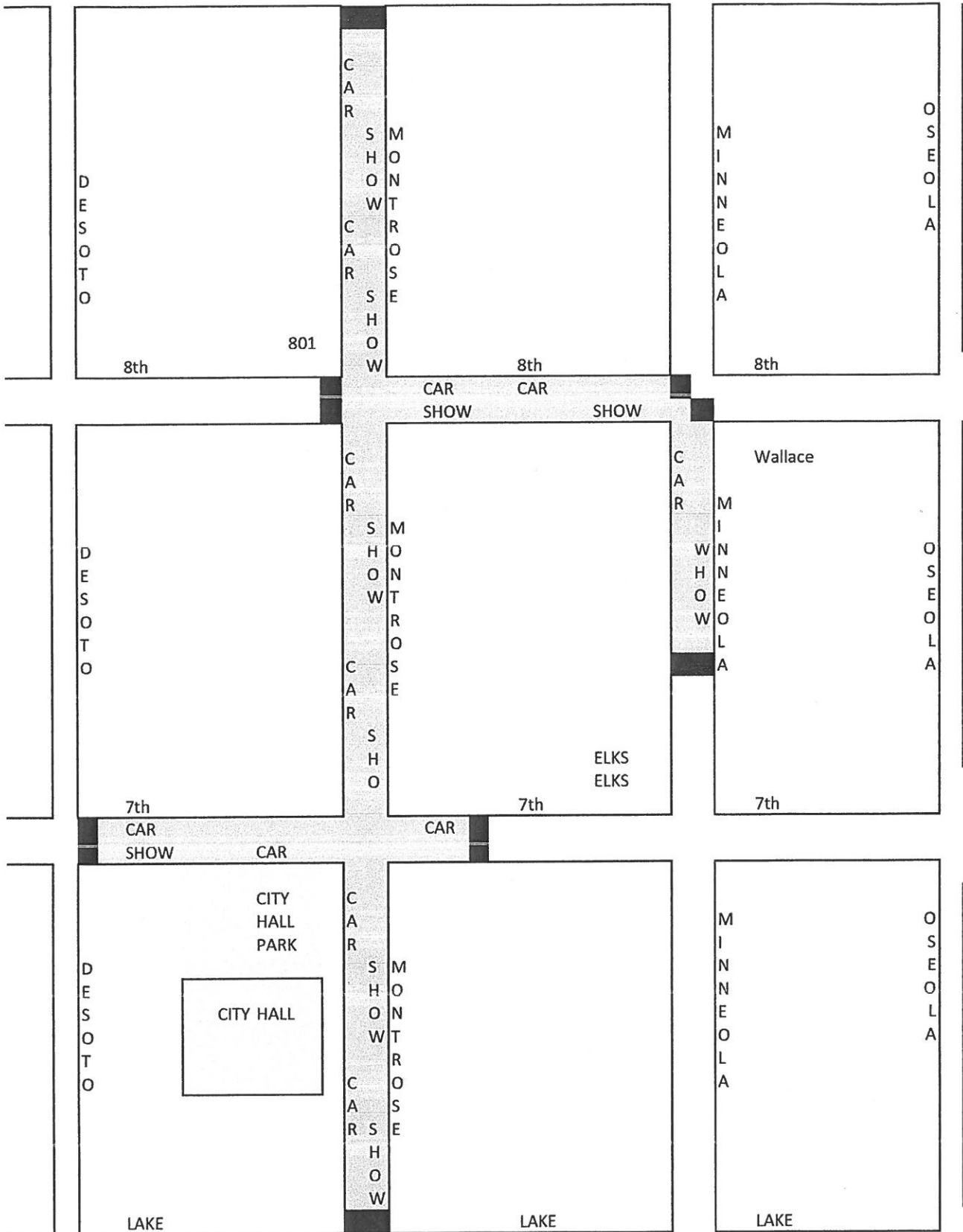
CLERMONT DOWNTOWN
PARTNERSHIP

2nd SATURDAY
Village CAR SHOW

WEST

WEST

WEST



2nd SATURDAY CAR SHOW BARRICADES CAR SHOW
Another Community Event from the
Clermont Downtown Partnership



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Hancock Park Grant Request		
Requested Action		
Discussion regarding the grant request from the Lake County Tourist Development Council and the Board of County Commissioners		
Staff Report		
At the previous City Council meeting on June 23, 2015, the Council voted to table this item until July 24, 2015 for an update on the application to the Lake County Tourist Development Council (TDC). This discussion is in regard to the City's application for funding the reconstruction of a portion of the Hancock Recreation Area to accommodate six (6) new softball fields. This would create a 10 Field Softball Complex. The funding request is from the Lake County Tourist Development Tax for Capital Projects for \$1.2 million. The Tourist Development Council met on June 2 to discuss this application and recommended denial. The Board of County Commissioners can still consider this request provided a commissioner request it to be heard. PFX Athletics is proposed to partner with the City to expand the travel ball tournaments bringing a larger economic impact to the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map & Proposed layout HRA 10-field complex.pdf		

HANCOCK RECREATION AREA

Location Map:

Legends Way

S.R. 50

Hancock Road

Sunburst Lane

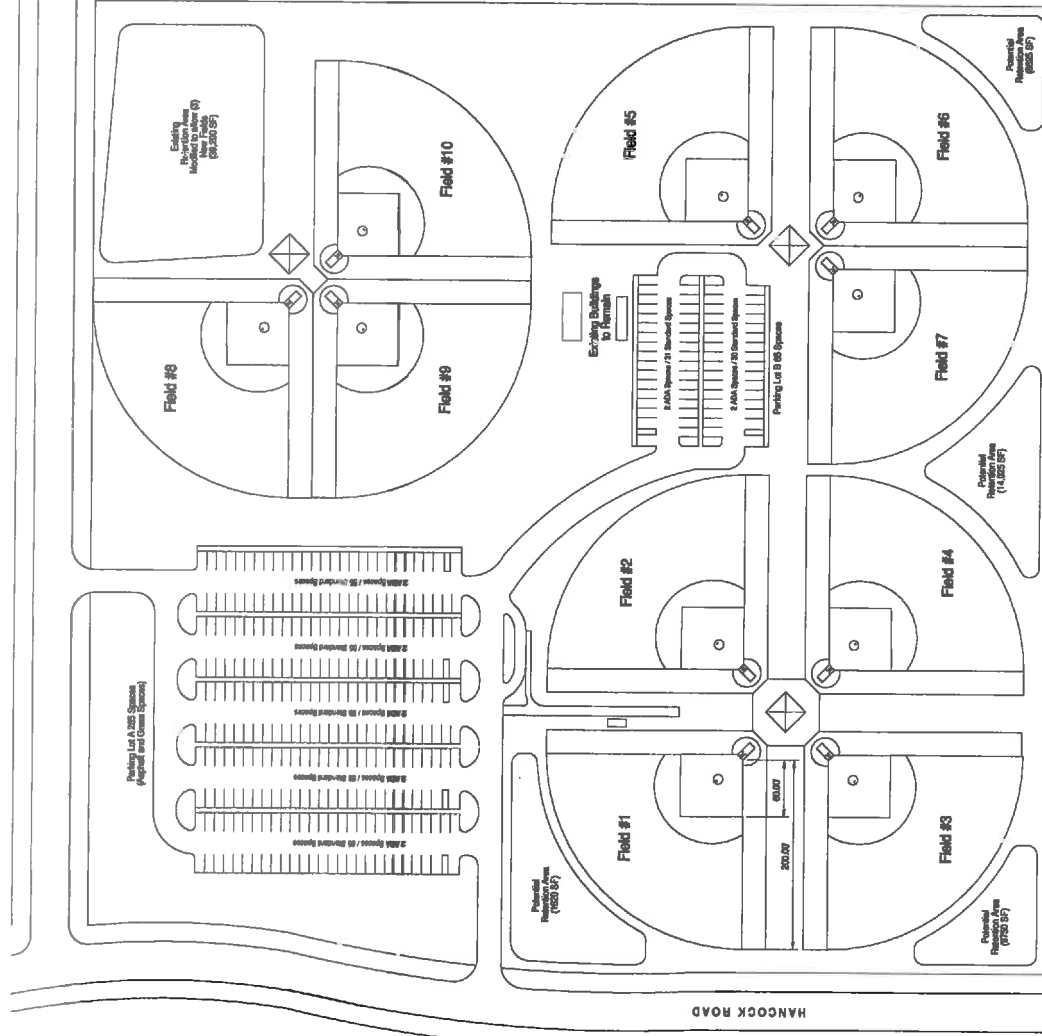
Existing configuration



Hancock Recreation Area ~ 10 FIELD SOFTBALL COMPLEX



© 2014 Google



Note: Drawing is to scale; softball fields, parking and potential retention areas are true to size.



Scale: 1" = 50.00'

Proposed Site Plan Hancock Park
City of Clermont, Florida



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Lien Release <i>Belgian Capital/South Lake Medical Arts Center</i>		
Requested Action		
Move to approve the reduction of the fine and release of the lien.		
Staff Report		
The Respondent, Belgian Capital Fund, LLC, has complied with Code Case 12-797 as of June 30, 2015 for violations of failure to maintain landscape and unlawful maintenance of nuisances (high grass and weeds) on the South Lake Medical Arts Center property located on the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard (Alternate Key 3877287). The property owner is requesting a reduction of the fine to \$3,000 and release of the lien. The fines had accrued to \$104,750 when the order imposing an administrative fine/lien was imposed by the Code Enforcement Board in April 2013. The fines continued to accrue at \$250/day while not the property was not in compliance and totaled \$306,250 on the June 30, 2015 compliance date. The City incurred administrative costs in pursuing this matter; however, a reduction to \$3,000 is acceptable to the City. Upon Council approval, and after payment within 30 days, the lien will be released from the property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Request Letter	Lien reduction request Belgian Capital.pdf	
2. Exhibit 1 - Map	Belgian Capital.pdf	
3. City Attorney Memorandum	grayBelgiancapliensettlement.pdf	



MERIDETH C. NAGEL, ESQ.
OWNER

JIMMY D. CRAWFORD, ESQ.
OF COUNSEL

RICHARD H. LANGLEY, ESQ.
OF COUNSEL

JENNIFER ISAKSEN, ESQ.
OF COUNSEL

June 30, 2015

Barbara Hollerand, Development Services Director
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711

Re: Request for Reduction/Elimination of Code Enforcement Fine and Lien
South Lake Medical Arts Center; Belgian Capital Funding, LLC

Dear Ms. Hollerand:

Please consider this letter as a request to be placed on an upcoming City Council agenda to request a reduction in the code enforcement lien and fine currently on the property, Alternate Key Number 3877287, also known as South Lake Medical Arts Center ("SLMA"). A copy of the lien, in the amount of \$104,750.00, is attached for your convenience.

SLMA was greatly affected by the recession, and has been in a difficult financial situation since that time. However, several local doctors and professionals have their offices in SLMA, as does the Veteran's Administration clinic for South Lake county, and it is being maintained in first-class condition. Our office represents the owner of the remaining lots within SLMA, which has reasserted its position and is attempting to sell property again in order to complete the project and maintain the center in its current excellent condition. Of course, the code enforcement lien prevents such sale, until it is satisfied.

Considering the owner's attempts to cooperate, the current compliance of the property, and the hardship the lien places on the other owners in the center, we request the fine be reduced to \$3,000.00. We believe this will completely cover the city's costs in this case, and ensure that the property remains in compliance. We appreciate the City's cooperation and assistance. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Jimmy D. Crawford, Esq.
Merideth Nagel, P.A.

Copy by email: Daniel Mantzaris, Esquire
Evie Wallace, Code Enforcement Supervisor
Jan Hendrickx, Manager, Belgian Capital Funding, LLC

R →

City of Clermont
685 W. Main St
Clermont, FL 34711

**CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA**

CITY OF CLERMONT

Case No: CEB 12-797

**South Lake Medical Arts Ctr., Oakley Seaver Blvd
Clermont, Florida**

Petitioner,

vs.

BELGIAN CAPITAL FUND, LLC,

Respondent.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Board on April 16, 2013, after due notice to Respondent upon Petitioner's Motion for Order Imposing Fine and Creating Lien, at which time the Board was advised that the Respondent has not complied with the Board's Order of March 23, 2012 by failing to timely take the corrective action as required by the Board.

It is hereby ORDERED THAT:

1. A fine is imposed in the amount of \$104,750.00 and shall continue to accrue at the rate of \$250.00 per day until the property is brought into compliance
2. This Order shall be recorded in the Public Records of Lake County and thereafter shall constitute a lien against the following described land on which the violation exists and upon any other real or personal property owned by Respondent.

Tax Id No. 20-22-26-0302-0000-0000

Alt Key: 3877287

Legal Description:

CLERMONT, SOUTH LAKE MEDICAL ARTS CENTER THIRD AMENDMENT					
COMMON	ELEMENTS	CB	3	PG	31-33
ORB 4028 PG 1691					
AS LISTED IN LAKE COUNTY PUBLIC RECORDS					

Case No.: 12-797

3. This Order shall supersede any prior Order of this Board Imposing a Fine and Creating a Lien in this matter.

DONE and ORDERED this 19th day of April 2013.

CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA

Chandra Myers
Vice Chairman Chandra Myers

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19 day of April 2013, by Chandra Myers, as Vice Chairman of the City of Clermont Code Enforcement Board who is personally known to me or produced FDC as identification.

Lisa Widican
Signature of person taking acknowledgment

Lisa Widican
Name of Officer taking acknowledgment--typed,
printed or stamped



I HEREBY CERTIFY that on this 19th day of April 2013, a true and correct copy of this Motion has been furnished by certified and regular mail to the Respondent, BELGIAN CAPITAL FUND, LLC, 1111 Kane Concourse, Ste. 401F, Bay Harbor Islands, FL 33154.

Suzanne Shea
Code Enforcement Officer

Certified mail #
9171 9690 0935 0030 1199 91

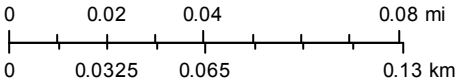
Belgian Capital/South Lake Medical Arts Center



July 1, 2015

1:2,500

-  Override 1
-  Override 1
-  County Boundary
-  Local Streets
-  Subdivision Lots
-  Property Name
-  Tax Parcels
- Street Names



DE BEAUBIEN, KNIGHT, SIMMONS, MANTZARIS & NEAL, LLP

ATTORNEYS AND COUNSELORS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

Post Office Box 87

332 North Magnolia Avenue

Orlando, Florida 32802-0087

(407) 422-2454

Telefax (407) 992-3541

Writer's e-Mail: dfm14@dbksmn.com

MEMORANDUM

TO : Darren Gray, City Manager
FROM : Daniel F. Mantzaris, City Attorney
DATE : July 1, 2015

RE : Code Enforcement Lien Request for Reduction
Property Owner: Belgian Capital Fund, LLC.
Property Location: South Lake Medical Arts Ctr.,
Oakley Seaver Blvd

Attorney Jimmy Crawford on behalf of the above-referenced property owner has requested that the City Council consider a reduction of a Code Enforcement Lien attached to the subject property. The lien resulted from a 2012 order of the Code Enforcement Board finding a violation of Section 34-61 of the City Code, (excessive weeds, grass and brush). As ordered by the Board, the respondent was required to correct the violation on or before February 21, 2012 or a fine in the amount of \$250 per day would accrue. Because the property owner failed to comply with the Board's order, the City requested the Code Enforcement Board impose a lien on the subject property. By order dated April 19, 2013, the Board imposed a lien based in the accruing fine amount. On June 30, 2015, (1,225 days after the compliance date) the property was inspected and found to be in compliance with the City Code. By virtue of the Code Enforcement Board's original order and the property owner's failure to timely comply, the lien amount has accrued to \$306,250.

Mr. Crawford has advised that his client is willing to pay \$3,000 in full satisfaction of the lien. As you are aware, only the City Council can reduce the lien. Therefore, this memo is provided to you for presentation to the Council for its consideration. If the Council is inclined to accept the offered payoff, we suggest that the Council set a payment date for the reduced amount and provide that if it is not timely paid the lien would not be released and would remain at \$306,250.

If you have any questions, please do not hesitate to contact me.

cc: Barbara Hollerand



AGENDA ITEM

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Variance Request <i>Sundar Investments</i>		
Requested Action		
Move to deny variance request.		
Staff Report		
Sundar Investments, the owner of a home in the Hartwood Reserve subdivision at 4444 Harts Cove Way, is requesting to allow for a rear-yard setback of 20 feet from the property line rather than 25 feet as required by the land development code. The applicant is requesting a variance to install a 32-foot wide by 16-foot deep porch with a solid roof and screened walls in the rear of the existing home. The property is zoned R-1 Single-Family Medium Density Residential and has a rear-yard setback of 25 feet. The applicant has indicated that the porch would intrude 5 feet into the setback line. The applicant would like to have the ability to build the screen porch to allow them to enjoy the outdoors and provide a large enough area for mobility devices used by the elderly in the home. Section 86-174 of the land development code requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Sundar Location.pdf	
2. Sec 86-174 Review Criteria	Sec 86-174 Review.docx	
3. Application	Application.pdf	
4. Legal ad	VAR Legal AD Sundar.docx	

[illegible]

Area in blue is the proposed porch. Area in red is within the setback.

Sec. 86-174, Review Criteria and Finding

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding.” When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: The back yard is very steep and makes it difficult to use, especially since it is for my elderly mother-in-law, who has difficulty walking.

Staff comments: The current owner has not demonstrated a special condition exists which is peculiar to the land, structure, or building involved. Several lots in the area have similar elevation changes.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: No

Staff comments: Staff agrees that the applicant did not create a condition giving rise to the requested variance request. However, the applicant does have an interest in the property and the variance is being requested by applicant.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Yes

Staff comments: The applicant can still develop the property in conformance with the LDC, with modifications to the overall proposed project. The porch could be constructed to a depth of approximately 10 feet instead of 16 feet and not intrude in the setback line.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No

Staff comments: No evidence of decreased costs due to the variance request.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: Yes

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for placement of covered porch in the rear of the property.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: No

Staff comments: The City Council has granted similar variance requests in the past for a reduction in rear yard setbacks. The house directly behind this home was granted a variance in 2009 for a rear yard setback.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: No

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: No

Staff comments: Staff feels that granting the variance will be in harmony with the general intent and purpose of the land development code. A few properties in the area have pools and decks that are placed closer to the property line than what is being requested by the applicant. The home directly behind the applicant has a screened porch that is closer to the property line than what is being requested by the applicant.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight do not meet these findings. Therefore, staff recommends denial of the variance request by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 6/16/15

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Suseema Basdeo / Sundar Investments LLC

CONTACT PERSON: Suseema Basdeo

Address: ~~4444 Harts Cove Way~~ 3365 Tumbling River Drive

City: Clermont State: FL Zip: 34711

Phone: 352-874-4351 Fax: _____

E-Mail: suseema.basdeo@gmail.com

OWNER: Sundar Investments LLC

Address: 3365 Tumbling River Drive

City: Clermont State: FL Zip: 34711

Phone: 352-874-4351 Fax: _____

Address of Subject Property: 4444 Harts Cove Way Clermont FL 34711

General Location: Harts Cove Way in Hartwood Reserve Subdivision off of Hartwood Marsh Road

Legal Description (include copy of survey): ~~Lot~~

Hartwood Reserve Phase I Sublot 114 PB 54 PG 88-98
ORR 4576 PG 586

Land Use (City verification required): Residential

Zoning (City verification required): R-1



CITY OF CLERMONT
VARIANCE
Application
Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Sec 122-125 - Yards rear yards minimum rear yard setback shall be 25 feet

What are you proposing to do that would require a variance and why? build a solid roof covered porch that exceeds leaving a rear yard setback of 25 feet.

How does the Code create a hardship? please see attached letter. Thank you.

* * * * The following justifications must be completed * * * *
for any variance requested:

Variance requested - subject and code section: Sect 122-125 - Yards #3 Rear yard ... the minimum rear yard setback shall be 25 feet

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

The back yard is very steep & makes it difficult to use especially since it is for my elderly mother in law who has difficulty walking

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

NO



CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

yes

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

no

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

yes

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

no

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

no



CITY OF CLERMONT
VARIANCE
Application
Page 4

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

no

Suseema Basdeo

Applicant Name (print)

x

[Signature]

Applicant Name (signature)

Suseema Basdeo

Owner Name (print)

x

[Signature]

Owner Name (signature)

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-0219

(352) 394-4083 Fax: (352) 394-3542

6/16/2015

To whom it may concern,

I am requesting the opportunity to build a ^{solid roof covered} screened porch in the back of the home that my husband and I purchased for my mother-in-law. The back yard is very steep and my mom would be unable to manage moving around and enjoy the yard as she has a difficult time walking. Building the porch to the ten feet allowed would be a very small area especially as we anticipate with her deteriorating health that she may need further devices to help her to be mobile. We are hoping to enable her to be independent for as long as possible as this is her wish and we wish to make her happy. We thank you for your kind consideration and hope that you will approve our request.

Sincerely,
Suseema Basdeo
~~Basdeo~~

Suseema Basdeo
Khemraj Basdeo

[illegible]

1-11-50

HARTWOOD RESERVE LOT #114 PHASE 1

FILE COPY
Lake County Building Division
DO NOT REMOVE

PART OF SECTION 11
TOWNSHIP 23 SOUTH,
RANGE 26 EAST, CITY OF CLERMONT
LAKE COUNTY, FLORIDA

PLOT PLAN
APPROVED

ZONING DEPT. 05-11-05

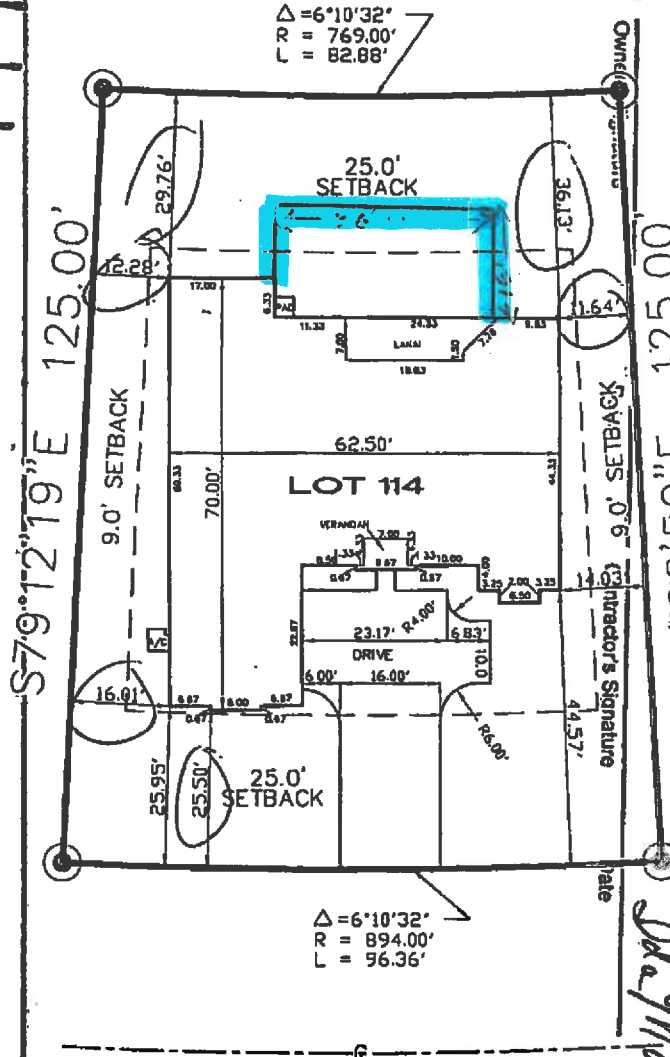
HEALTH DEPT. _____

BUILDING DEPT. _____

$$\Delta = 6^{\circ}10'32''$$

$$R = 769.00'$$

$$L = 82.88'$$



$$\Delta = 6^{\circ}10'32''$$

$$R = 894.00'$$

$$L = 96.36'$$

HARTS COVE WAY

NOTICE TO OWNER AND CONTRACTOR

The issuance of zoning clearance, building permit, or mobile home setup permit does not assure that building setbacks have been met or that the structure does not encroach on an easement. The owner and/or contractor have the sole responsibility of determining compliance with setbacks and non-encroachment of easements. If the structure does not meet applicable setbacks or improperly encroaches on an easement, the owner and contractor will be responsible for correcting the situation and bringing the property into compliance with applicable County setbacks and other land requirements.

I hereby acknowledge that I have read and understand this notice. I understand that the costs associated with meeting setbacks or restoring easements are my responsibility.

NOTE: This notice must be signed by the owner and the contractor.

00521 the owner at 0504/05/05

Adm. 5/11/05

DATE: 4/26/05
SCALE: 1"=30'
STREET: HARTS COVE WAY
PURCHASER: NGUYEN RESIDENCE

MINIMUM SETBACKS:
FRONT SETBACK: 25.0'
REAR SETBACK: 25.0'
SIDE SETBACK: 9.0'
SIDE STREET SETBACK: N/A

AREA TOTALS

LOT AREA: 11202.59 SQ.FT.
HOUSE TOTAL: 3189 SQ.FT.
DRIVE/ WALK: 934.83 SQ.FT.
TOT. IMPERVIOUS: 4123.83 SQ.FT.

ARCHITECTS

Design Group

ARCHITECT:
STATE OF FLORIDA

APR 27 2005



PROPERTY RECORD CARD

General Information

Owner Name:	SUNDAR INVESTMENTS LLC	Alternate Key:	3838458
Mailing Address:	3365 TUMBLING RIVER DR CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	11-23-26-080000011400
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.31860
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	4444 HARTS COVE WAY CLERMONT FL 34711 Update Property Location	Property Name:	Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, HARTWOOD RESERVE PHASE 1 SUB LOT 114 PB 54 PG 88-98 ORB 4576 PG 586		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	DRY SFR LOT (0100)	0	0		1	LT	\$0.00	\$32,250.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$154,614.00						
Summary								
Year Built: 2005	Total Living Area: 2510	Central A/C: Yes	Attached Garage: Yes					
Bedrooms: 4	Full Bathrooms: 3	Half Bathrooms: 0	Fireplaces: 0					
Incorrect Bedroom, Bath, or other information? Click here to Update My Information.								
Section(s)								
Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	2510	N	0%	0%	
2	OPEN PORCH (OPF)	No Wall Type (000)	1	32	N	0%	0%	
3	GARAGE (GCF)	Stucco/Brick (003)	1	491	N	0%	0%	

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) To allow for a rear yard setback of less than 25 feet – rather than the 25 feet required in the Land Development Code, Section 122-125 (3); at the following location:

LOCATION

Alt. Key 3838458
4444 Harts Cove Way

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 14, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
July 7, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Ordinance No. 2015-66; <i>Introduction Thompson/Mirror Lake</i>		
Requested Action		
Move to introduce Ordinance 2015-66.		
Staff Report		
The applicant is requesting the vacation of existing rights-of-way that were recorded when the original plat was established in 1919. The applicant has indicated that the right-of-way is no longer needed and has not been improved. The right-of-way is approximately 60 feet wide that runs west to east on the property and continues in width of 15 feet from south to north. This request has been reviewed by the Environmental Services and Public Works departments, and there is no opposition to vacating the right-of-way. Staff recommends approval of the right-of-way vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ROW ORD 2015-66.doc	
2. Location Map	Mirror Lake ROW Vacation Map.pdf	
3. Application	ApplicationROW.pdf	
4. Legal ad	ROW legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE RIGHT-OF-WAY EASEMENTS ON THE SOUTH AND EAST SIDES OF THE EAST 451.3 FEET OF TRACT 60-A AS SHOWN ON THE PLAT OF CLERMONT, LAKE HIGHLANDS, 15-22-26, PB 3, PG 52; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the right-of-way easements on the south and east sides of the east 451.3 feet of tract 60-A as shown on the plat of Clermont, Lake Highlands, 15-22-26, PB 3, PG 52, Public Record of Lake County, Florida.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

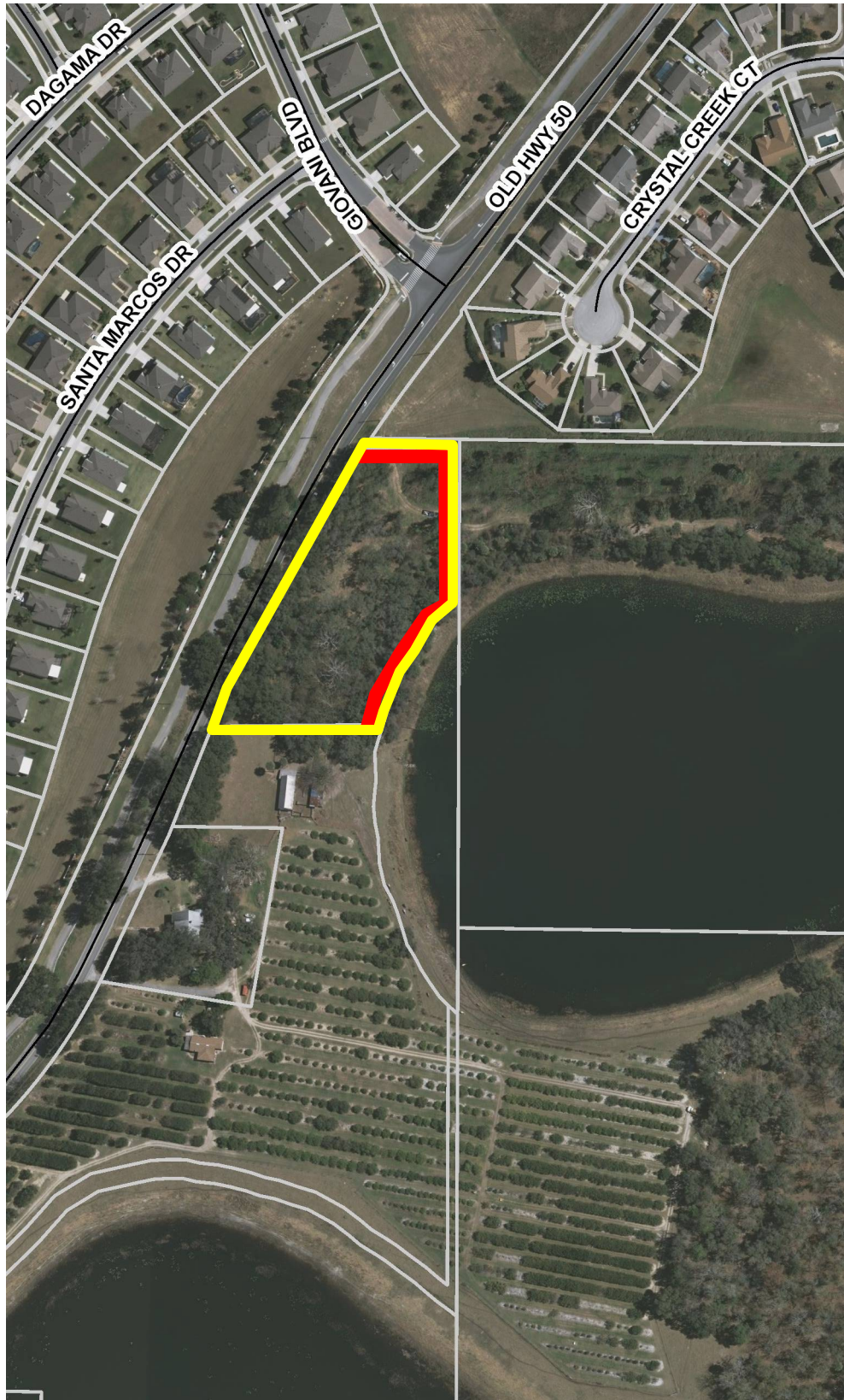
Section 4.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 5.

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-67



CITY OF CLERMONT
ORDINANCE No. 2015-67

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Robert Thompson – Right-of-Way Vacation Request



The applicant is requesting a vacation of an existing right-of-way (red line) that was recorded when the original plat was established in 1919. The applicant has indicated that the right-of-way is no longer needed.



**CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION**

DATE: 6-8-15

FEE: \$25.00

PETITIONER'S NAME: Robert D. Thompson

Address: 11905 EBRET BLVD

City: CLERMONT State: FL Zip: 34711

Phone: 352-394-5477 Fax: _____

Legal Description of Petitioner's property abutting Street ROW/easement to be closed

(Attach survey if available): AS PER SURVEY

If named - name of street to be closed ROW

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):

Purpose or reason for closing: NOT NEEDED

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. _____ yes _____ no

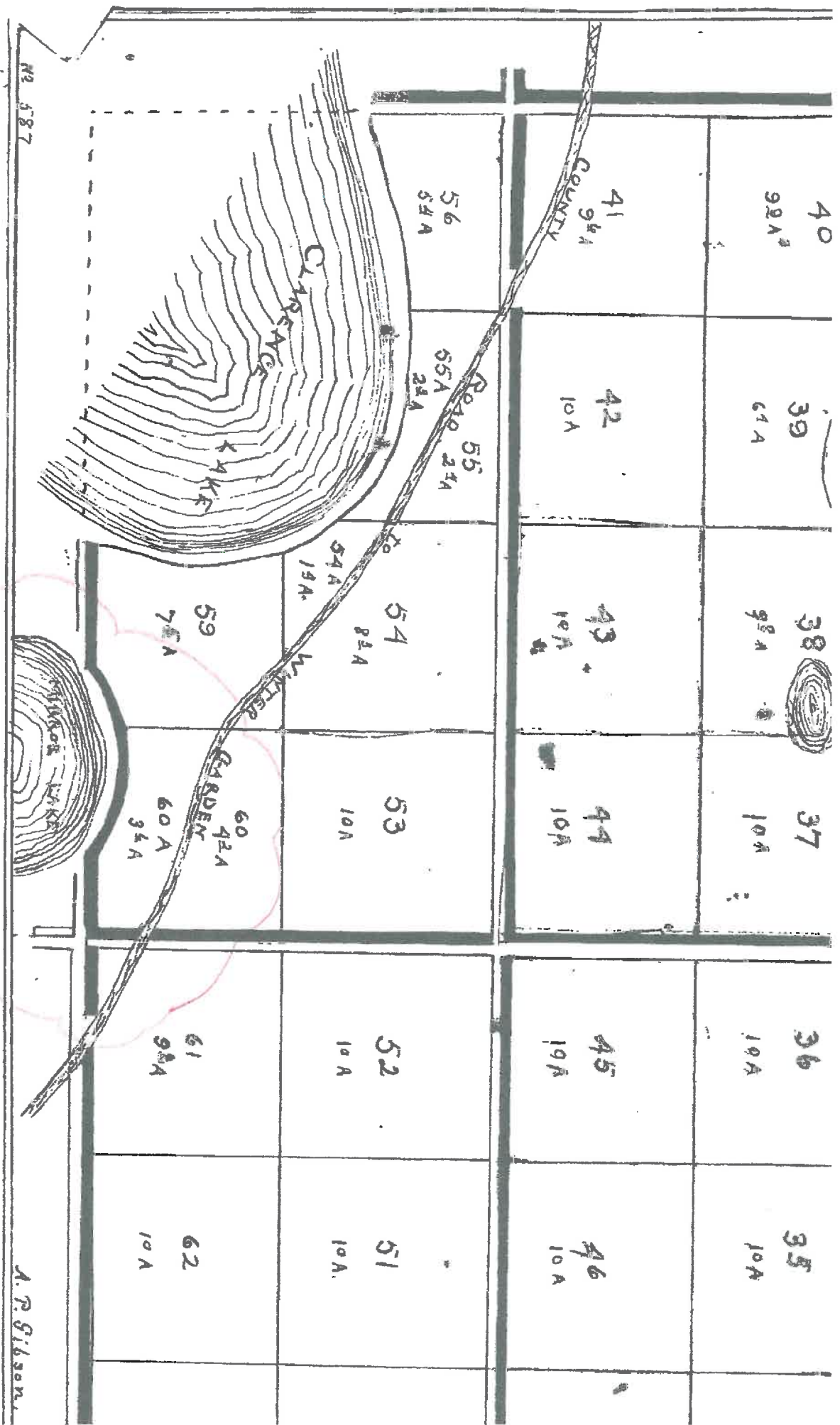
This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Robert D Thompson
Petitioner Name (print)

X [Signature]
Petitioner Name (signature)

02/02/2015



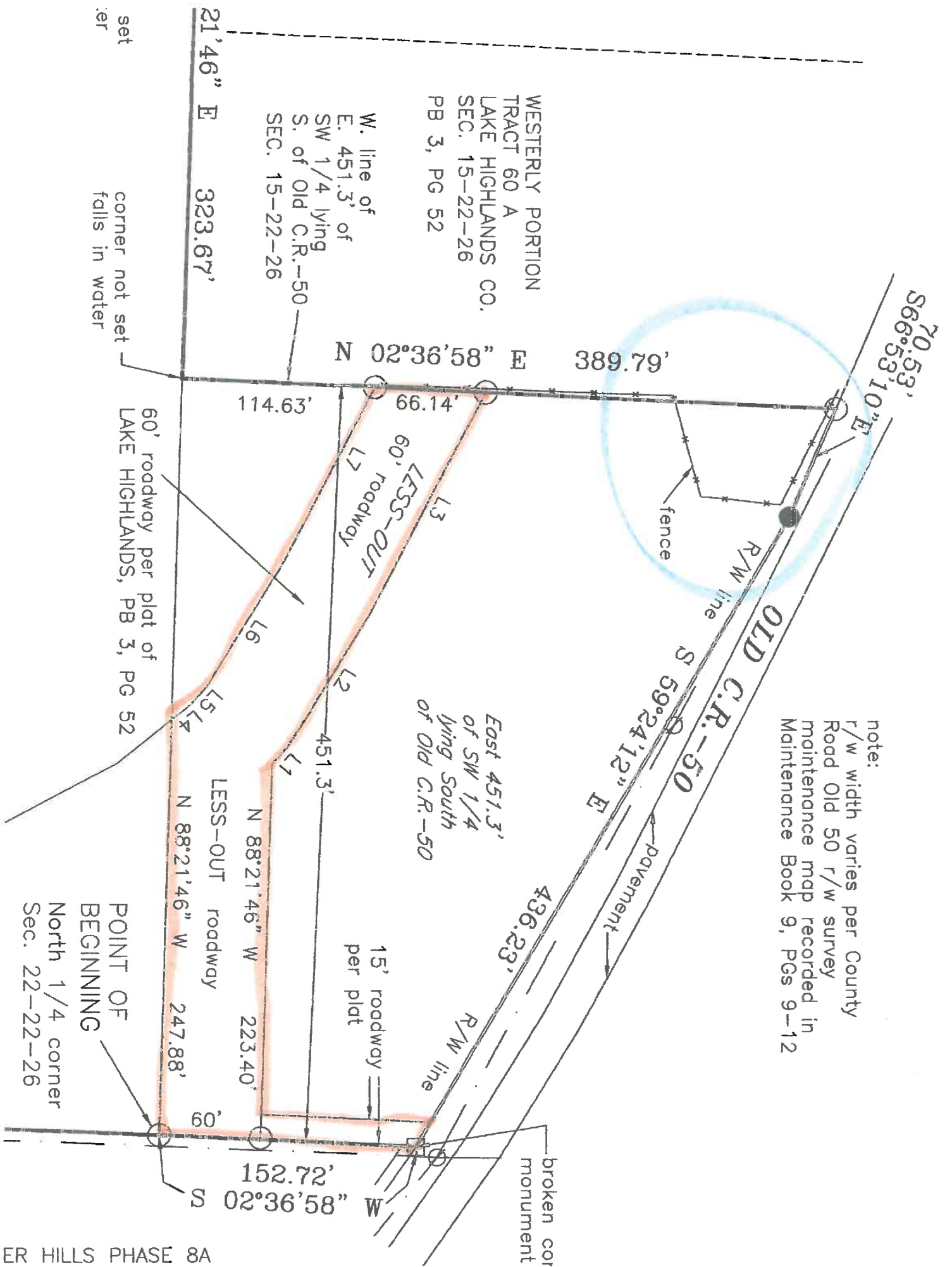
Certificate of Ownership and Dedication.

State of Florida,
County of Lake.

The Lake Highlands Company of Florida, a Florida corporation, does hereby

That it is the owner in fee simple of the following described lands lying and being
The South-East of the NE 1/4, except the SE 1/4 of the SW 1/4 of the NE 1/4 of the SE
Section 16, Township 22 South, Range 26 East; That it formerly owned the

note:
r/w width varies per County
Road Old 50 r/w survey
maintenance map recorded in
Maintenance Book 9, PGs 9-12



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, July 28, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-66

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE RIGHT-OF-WAY EASEMENTS ON THE SOUTH AND EAST SIDES OF THE E 451.3 FT OF TRACT 60-A AS SHOWN ON THE PLAT OF CLERMONT, LAKE HIGHLANDS 15-22-26 PB 3 PG 52 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
July 14, 2015



AGENDA ITEM

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Ordinance No. 2015-67; <i>Introduction Thompson/Citrus Tower Centre</i>		
Requested Action		
Move to introduce Ordinance 2015-67.		
Staff Report		
The applicant is requesting the vacation of a 15-foot-wide drainage and utility easement that is crossing the property, which is along Citrus Tower Boulevard, adjacent to the Citrus Tower. The property has been developed with an office building, and this easement has not been used. The property has other existing easements that have utilities placed in them, and this easement is no longer needed. This request has been reviewed by the Environmental Services and Public Works departments and there is no opposition to vacating the easement. Staff recommends approval of the easement vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ROW ORD 2015-67.doc	
2. Location Map	Citrus Tower Centre Easement Map.pdf	
3. Application	Application.pdf	
4. Legal ad	Easement Vacate legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EAST 7.5 FOOT DRAINAGE AND UTILITY EASEMENT OF LOT 3 AND THE WEST 7.5 FOOT DRAINAGE AND UTILITY EASEMENT OF LOT 4, AS RECORDED IN PLAT OF CITRUS TOWER CENTRE, PLAT BOOK 41, PAGE 64; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the east 7.5 foot drainage and utility easement of Lot 3 and the west 7.5 foot drainage and utility easement of Lot 4, as recorded in the plat of Citrus Tower Centre in Plat Book 41, Page 64, Public Record of Lake County, Florida.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 4.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 5.

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-67



CITY OF CLERMONT
ORDINANCE No. 2015-67

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Citrus Tower Centre Easement Vacation Request



The applicant is requesting a vacation of an existing drainage and utility easement with a total width of 15 feet that runs across the property (yellow dotted line). The site has several other drainage and utility easements in place that were used for that purpose and the one being vacated has not.



CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION

DATE: 6-8-15

FEE: \$25.00

PETITIONER'S NAME: Robert A. Thompson

Address: 11905. EGGRET BLUFF

City: CLERMONT State: FL Zip: 34711

Phone: 321-689-5785 Fax: _____

Legal Description of Petitioner's property abutting Street ROW/easement to be closed

(Attach survey if available): THE E 7.5 FT OF LOT 3 and THE
W 7.5 FT OF LOT 4 ACCORDING TO THE PLAT OF
CITRUS DUNE CENTRE, OR BOOK 41 PAGE 64

If named - name of street to be closed: _____

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):

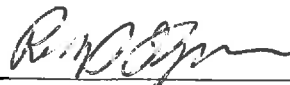
Purpose or reason for closing: NO LONGER NEEDED

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. ☒ yes ☐ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Robert A. Thompson
Petitioner Name (print)

X 
Petitioner Name (signature)

02/02/2015

Description:

Lot 3 and Lot 4, CITRUS TOWER CENTRE
according to the plat thereof, as recorded in
Plot Book 41, Page 64, Public
Records of Lake County, Florida.

LEGEND:

- Denotes found 1/2" iron rod &
cap marked "LB 6842"
- Denotes found "PK" nail and disk
marked "LB 6842"

N 89°59'03" E 137.89'

N 01°13'04" E 10.00'

N 89°59'03" E 248.27'

N 00°08'02" E 138.94'

N 00°01'55" W 140.02' plot

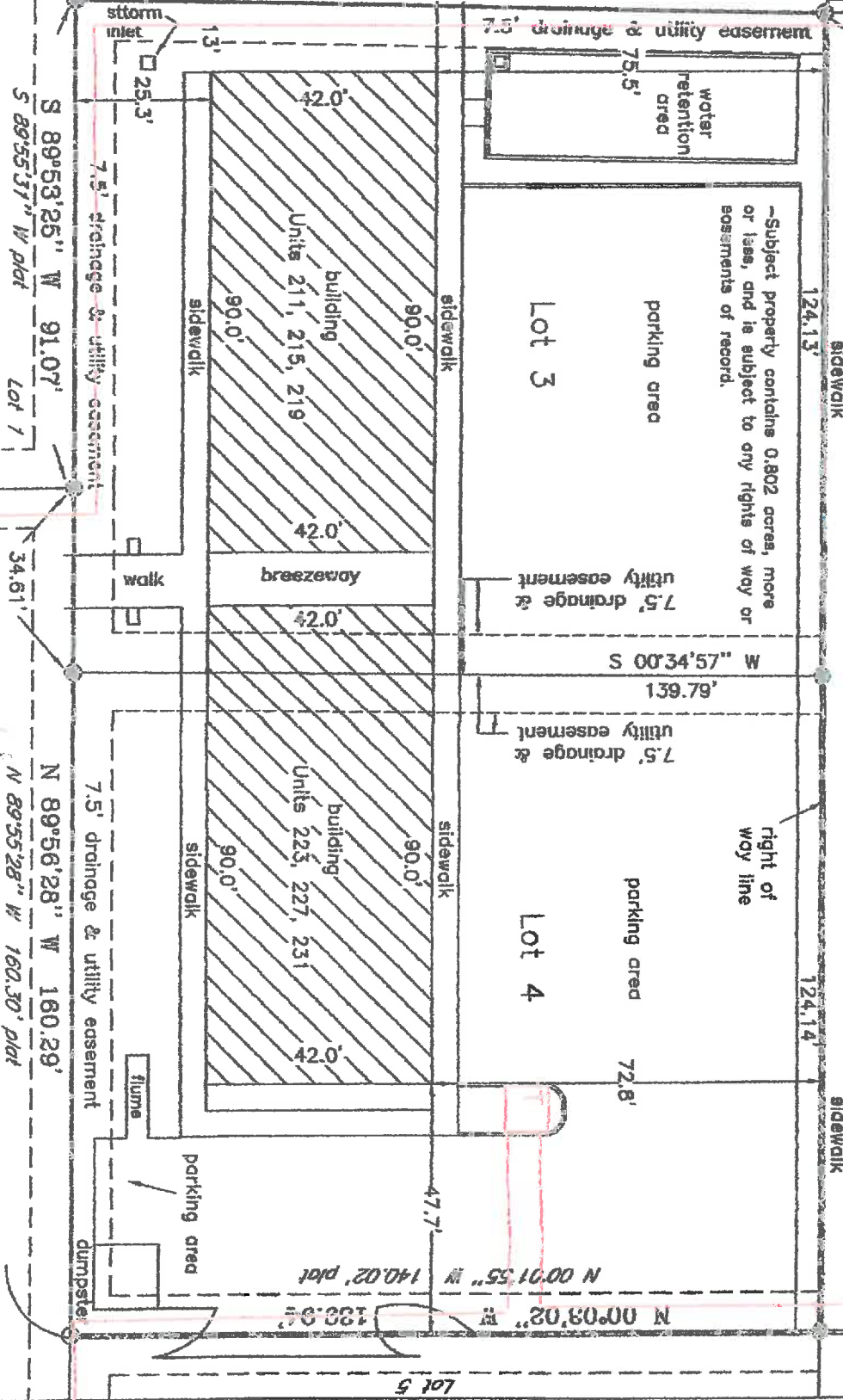
PERMANENT
REFERENCE
MONUMENT
found 4"x4"
concrete monument
no #

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.



Lot 2

N 01°13'04" E 139.92'



S 89°53'26" W 91.07'

S 89°55'31" W plot

Lot 1

34.61'

Lot 5

N 89°56'28" W 160.29'

N 89°55'28" W 160.30' plot

7.5' drainage & utility easement

flume

dumpster

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

7.5' drainage & utility easement

Surveyor's Certification
I hereby certify to Lake Acquisitions Inc., Florida Bank of Commerce,
Phillip L. Logos, P.A., Boyette Cummins & Nollis, PLLC,
and Chicago Title Insurance Company
that this Map of Boundary Survey
meets the Standards of Practice for surveys
as set forth in Chapter 5J-17 Florida Administrative
Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

05/05/15

Field Date 04/16/15 Prepared for: Lake Acquisitions Inc. 99010.032

Drawn by: JPR Rhoden Land Surveying, Inc.

Scale: 1"=30' LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255

HEREBY CERTIFY, That I have examined the foregoing Pet and
it conforms in form with all the requirements of Chapter 177
of the Florida Statutes, and was duly filed for record on Feb 24 1944
at Altoona, Ala. for No. 10000...

Robert T. Wynn, D.C.
Clerk of the Circuit Court
for the County, Florida

The map shows a study site located near a main road and a water course. The study site is marked with a small rectangle and labeled 'Study Site'. The main road is a thick black line, and the water course is a wavy line. A scale bar at the bottom indicates distances from 0 to 1000 meters. A north arrow is located in the top right corner.

TO BE VACATED

Description:

Lot 3 and Lot 4, CITRUS TOWER CENTRE according to the plat thereof, as recorded in Plat Book 41, Page 64, Public Records of Lake County, Florida.

139.68' plat N 01°13'04" E 10.00'

PERMANENT REFERENCE MONUMENT found 4"x4" concrete monument no #

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LEGEND:

- Denotes found 1/2" iron rod & cap marked "LB 6842"
- Denotes found "PK" nail and disk marked "LB 6842"

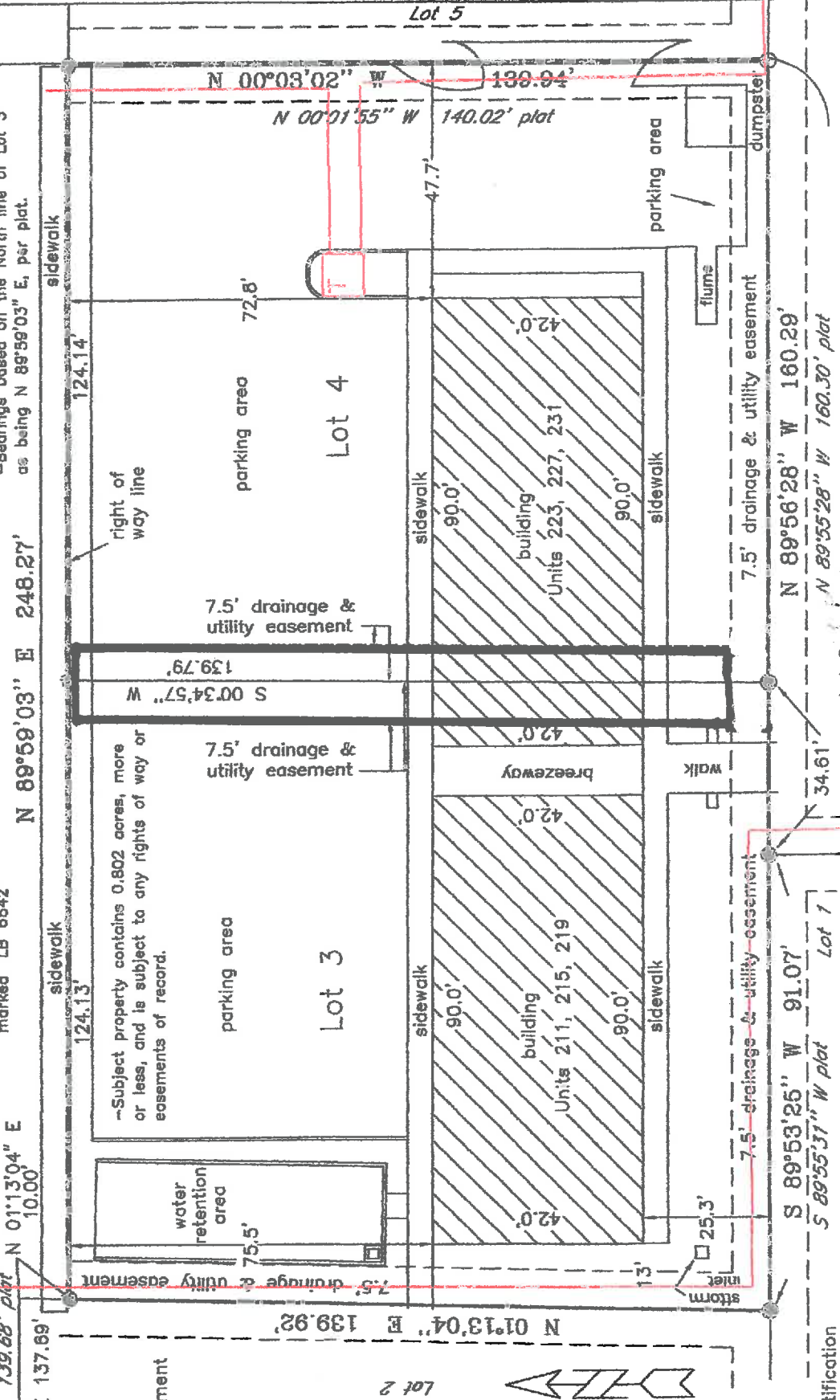
- Subject buildings includes building address 211, 215, 219, 223, 227, and 231

Note:

-Bearings based on the North line of Lot 3 as being N 89°59'03" E, per plat.

Map of Boundary Survey

Citrus Tower Boulevard



Surveyor's Certification

I hereby certify to Lake Acquisitions Inc., Florida Bank of Commerce,

Philip L. Logas, P.A., Boyette Cummins & Nallos, PLLC,

and Chicago Title Insurance Company

that this Map of Boundary Survey

meets the Standards of Practice for surveys

as set forth in Chapter 5J-17 Florida Administrative

Code, pursuant to Section 472.027, Florida Statutes.

99010.032

Prepared for:

Lake Acquisitions Inc.

Field Date

04/16/15

Drawn by:

JPR

Scale:

1"=30'

Rhoden Land Surveying, Inc.

LB #6980

420 E. Minnehaha Ave.

Clermont, FL 34711

352-394-6255

05/05/15

Jeffrey P. Rhoden

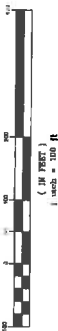
JEFFREY P. RHODEN

PSM #5322

STATE OF FLORIDA

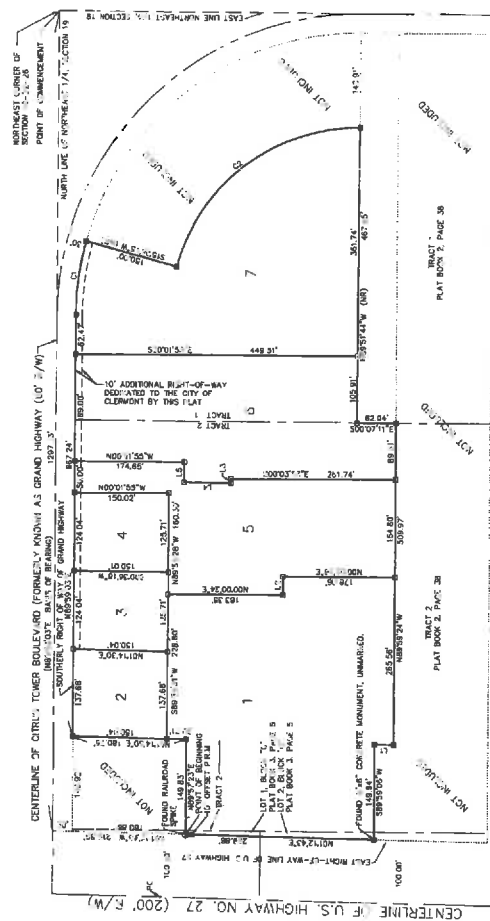
CITRUS TOWER CENTRE

GRAPHIC SCALE



CURVE	RADIUS	LENGTH	YAT	IN	CHORD	BEARING	DELTA
C1	446.50'	117.02'	59.50'		11° 50'	382° 33' 17"	150° 18'
C2	290.50'	393.13'	230.66'		365.81'	537° 24' 02"	757° 31'

LINE	DIRECTION	DISTANCE
L1	N 08°14' E	50.48
L2	N 90°00' E	1.13
L3	N 89°28' 15" W	6.59
L4	S 00°37' 28" W	75.20
L5	N 69°16' 43" W	32.31

[illegible]

NOTES:

1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT REFLECTED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTRY

2. ALL DISTANCES SHOWN ARE IN UNITS OF FEET, INCHES, OR OTHERWISE STATED

3. 100' = RACING LINE (RSL) = NOT A RACING LINE.

4. 0.1 = DOMINANT ELEMENT

5. 1.0 = RECEIVED BUSINESS

4. B - SET 4"x4" CONCRETE MONUMENT, MARKED #42.
 5. C - FOUND 4"x4" CONCRETE MONUMENT, UNMARKED PPM
 5 ALL PUBLICLY DEDICATED EASEMENTS MAY BE USED FOR GAS, ELECTRICAL,
 TELEPHONE, CABLE TELEVISION AND OTHER PUBLIC UTILITY.
 8 THERE IS A 7.5' UTILITY & DRAINAGE EASEMENT ALONG ALL SIDE
 AND REAR LOT LINES

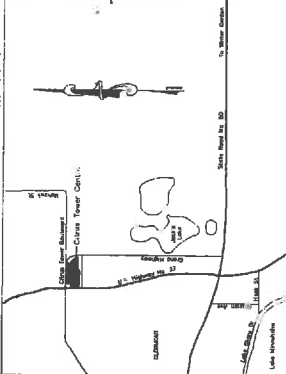
NOTICE. THIS PLAT, AS RECORDED IN THE GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

STATEMENT OF REVIEWER

Approved in Section 17-001, Florida Statutes, I have reviewed this plot for conformity to Chapter 17, Florida Statutes, and find that said plot complies with the requirements

JOHN W. SPRINGFIELD, P.E., PSW
FLORIDA REGISTRATION NO. 1740
T/C/C CLIENTS

LOCATION MAP



PLAT BOOK: 41
AND PAGE: 104

DEDICATION
CITRUS TOWER CFNTRF

KINC. ALL MEN BY THESE PRESENTS, That the undersigned, Incorporated Men's Investment Group, being the owner in fee simple of the premises described in the foregoing caption to this plan, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicate the right-of-way and easements shown hereon to the perpetual use of the public.

IN NINETEEN WHEREOF, have caused these presents to be signed by me and I declare this 12th day of February, 1963.

Signed: E,
Printed name
FREDERICK M. GAMMAN, JR.

Signed:
Printed name
Kathy A. Dorman

Clerk: L. Dorman
Managing Partner

United States
Sudan

STATE OF FLORIDA, COUNTY OF Lake
 I, THIS IS TO CERTIFY, That on 3-13-99
before me, an officer duly authorized to take acknowledgments in
 the State and County aforesaid, personally appeared

GRADY L. HOWARD

IN WITNESS WHEREOF, I have hereunto set
my hand and seal in the date.

SAUNDERS, JEAN ADAMS
BY COURTESY OF THE
EXPRESS June 17, 1961
Revised This Many Public Undertakings

CERTIFICATION OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered surveyor and mapper, full- and actively licensed to practice in the State of Florida under Chapter 47, Florida Statutes, do hereby certify that this plat was prepared under my supervision, and that this plat complies with all of the current provisions of Chapter 177, Florida Statutes.

2712177
 M. Kelly, Regulator No. 4423
 Auburn Survey, Inc. L.B. 98528
 14 Bowman Street
 Almont, Florida 34711
 DATED

CERTIFICATE OF APPROVAL OF MUNICIPALITY

IS IS TO CERTIFY that the pilot has been reviewed in accordance with Chapter 2, including Section 127.081 (1), Florida Statutes and presented to the CIVIL AERIAL COURT of Clermont, Lake County, Florida and approved by said CIVIL AERIAL COURT for record on the 22nd day of January, 1999, provided that it is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said Civil Aerial Court.

CERTIFICATE OF CLERK

HERETOFOR, I have earned the foregoing pool and it complies in form with all the requirements of Chapter 17 of the Statutes, and was filed for record on Feb. 28, 1944.

4-17-44

Robert T. Tinsley, D.C.

of the Circuit Court
County, Florida

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, July 28, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EAST 7.5 FOOT DRAINAGE & UTILITY EASEMENT OF LOT 3 AND THE WEST 7.5 FOOT DRAINAGE & UTILITY EASEMENT OF LOT 4, AS RECORDED IN THE PLAT OF CITRUS TOWER CENTRE, PLAT BOOK 41 PAGE 64 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
July 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 14, 2015		
Agenda Item Name		
Ordinance No. 2015-69; <i>Introduction Citrus Tower Blvd. & Hooks Street</i>		
Requested Action		
Move to introduce Ordinance 2015-69.		
Staff Report		
The subject parcel is approximately four acres in size and is located at the southwest corner of the Hooks Street and Citrus Tower Boulevard intersection. The property was purchased by the City in June 2012 for construction of a new police station. The current zoning, Urban Estate, would permit the site to be used for the police station. Since the time of purchase, the City has decided another location would be more suited for the new police station. The City is currently marketing the subject property for sale. In order to allow the highest and best use of the property, a rezoning to the C-2 General Commercial zoning district is proposed. This zoning designation is consistent with the current future land use designation, which is Commercial. The property has City utilities available. The proposed C-2 zoning is consistent with the existing development pattern that surrounds the property and its location at the intersection of two collector roads. In addition, the future land use of Commercial supports the C-2 zoning district. Based upon the above information, staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial Zoning District.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-69.doc	
2. Maps	Hook St Maps.pdf	
3. Legal ad	City Hooks St REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-69

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Clermont, Lake Highlands 29-22-26 that part of north 520 feet of east 435.46 feet of southeast $\frac{1}{4}$ lying westerly of the west right-of-way line of Citrus Tower Boulevard as it exists on April 2012 and lying southerly of south right-of-way line of Hooks Street as it exists on April 2012, being part of Tract 33 PB 2 PG 25 ORB 4184 PG 2188
Containing 3.97 acres, more or less

Alternate Key 3884750, 1775 Hooks Street

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2015-69



CITY OF CLERMONT
ORDINANCE No. 2015-69

Florida on this 28th day of July, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit – City of Clermont – Location Map
Hooks Street and Citrus Tower Blvd
AltKey 3884750



Exhibit – City of Clermont – Future Land Use Map
Hooks Street and Citrus Tower Blvd
AltKey 3884750

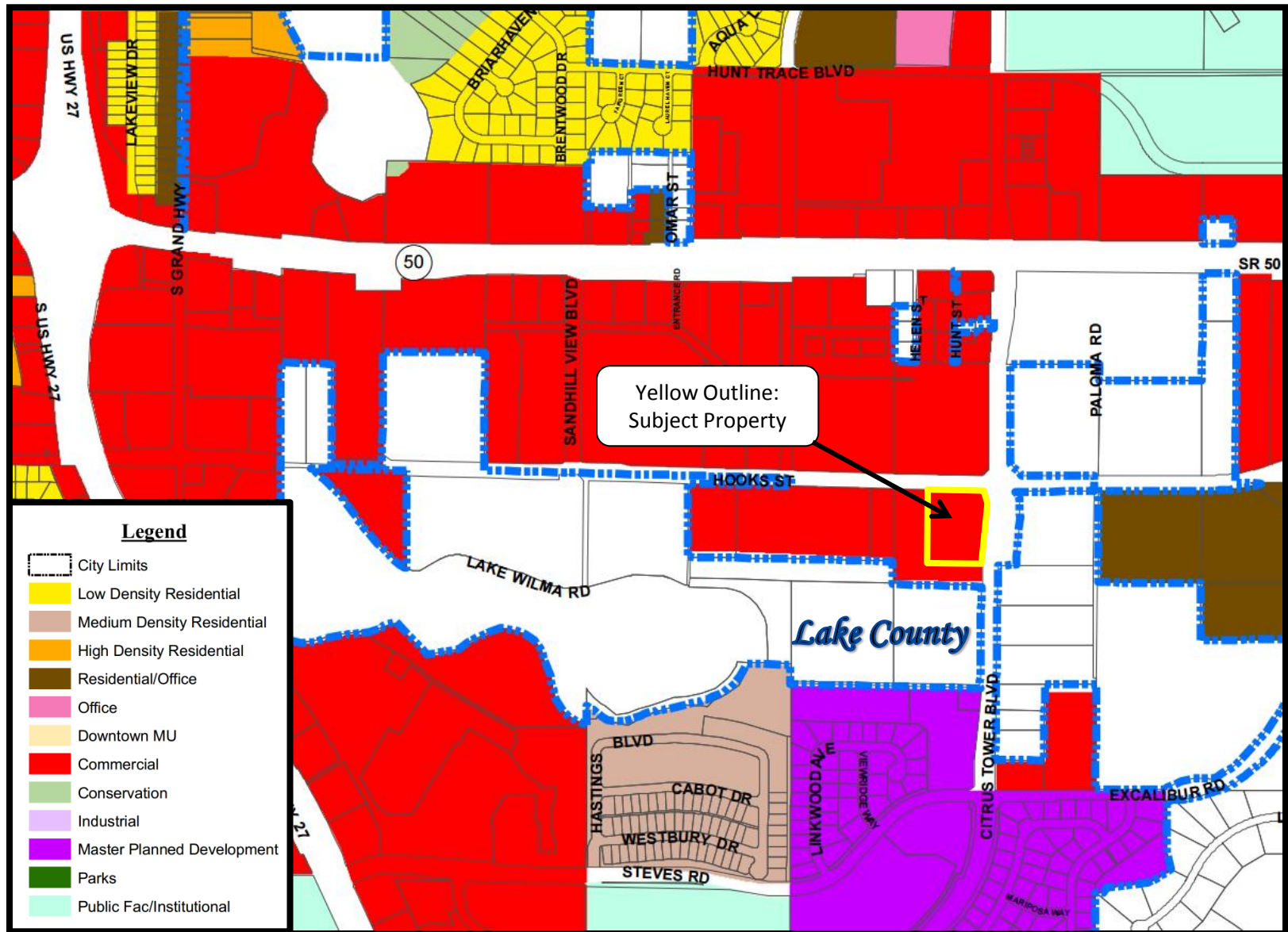
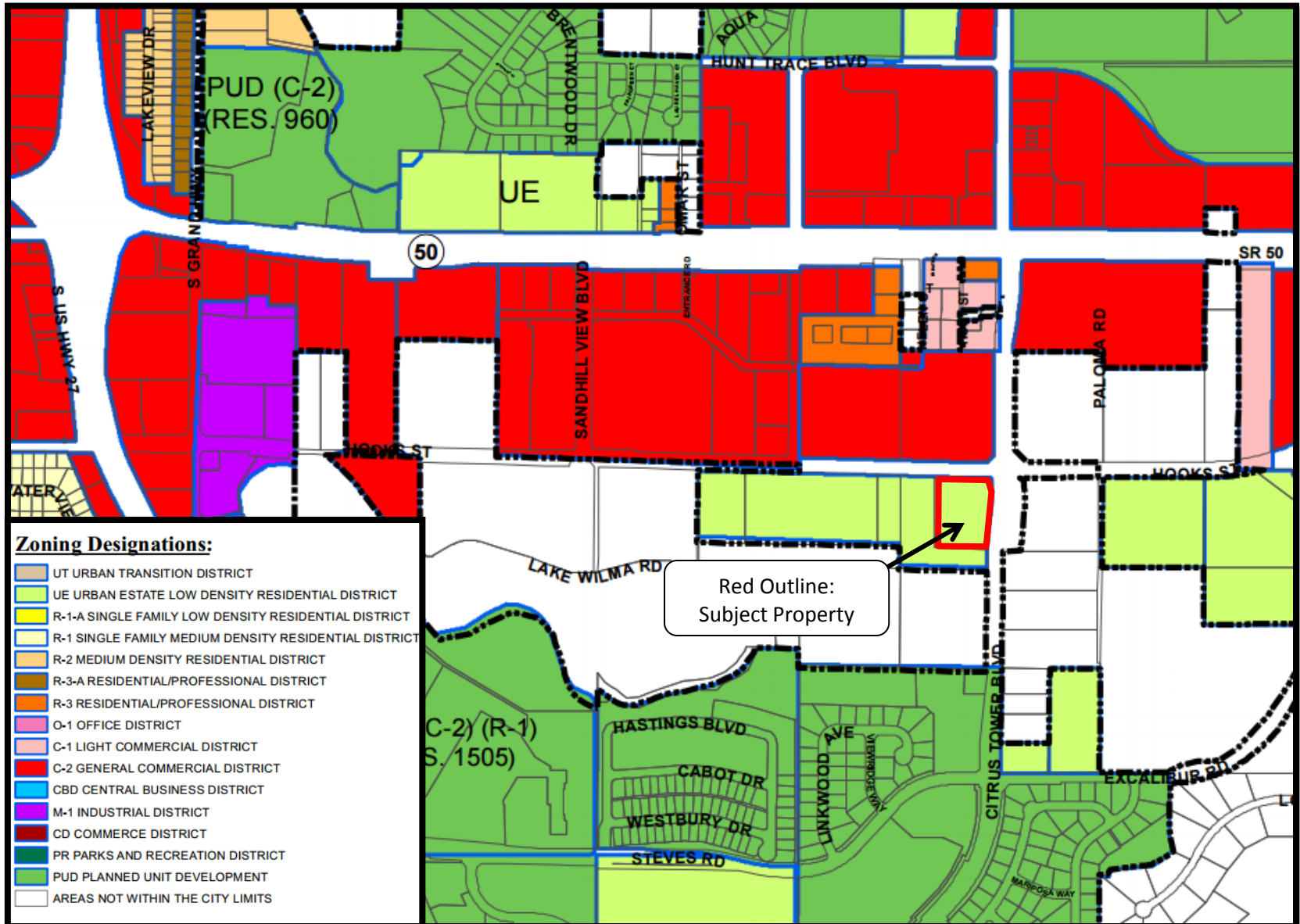


Exhibit – City of Clermont – Zoning Map

Hooks Street and Citrus Tower Blvd

AltKey 3884750



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-69

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Vacant Lot – Southwest corner of Hooks Street and Citrus Tower Blvd
Alternate Key 3884750

LEGAL DESCRIPTION

Clermont, Lake Highlands 29-22-26 that part of north 520 feet of east 435.46 feet of southeast $\frac{1}{4}$ lying westerly of the west right-of-way line of Citrus Tower Boulevard as it exists on April 2012 and lying southerly of south right-of-way line of Hooks Street as it exists on April 2012, being part of Tract 33 PB 2 PG 25 ORB 4184 PG 2188
Containing 3.97 acres, more or less

FROM UE Urban Estate Low Density
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, July 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, July 28, 2015 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Daily Commercial
June 30 and July 14, 2015

Tracy Ackroyd, MMC
City Clerk