AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 24, 2025 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. Special Magistrate Update by Dan Miller

4. PUBLIC COMMENTS:
This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

5. CONSENT AGENDA:
Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held November 10, 2025

B. PURCHASING ITEMS:

1. **Purchase Request to approve the purchase of a one (1) year Microsoft licensing agreement for the amount of $88,943.47 from SHI International using Sourcewell Contract No. 121923.**

2. **Purchase request for five hundred and fifteen (515) Visa gift cards to be distributed to regular full-time and part-time employees for the holidays for the amount of $52,377.75 from Corporate Traditions.**

3. **Purchase request approving the removal and replacement of the library's existing carpet at a total cost of $346,161.76, to be completed by Tarkett USA Inc., an authorized vendor under Florida State Contract #30161700-24-SRCWL-ACS.**

4. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with T B Landmark Construction, Inc., to abandon and install 1,500 feet of 6-inch natural gas main along Highway 27 to support the Florida Department of Transportation's Highway 27 widening project; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with General Underground, LLC., to replace 1,000 linear feet of sewer and water pipes to support the Florida Department of Transportation's Highway 27 widening project; and providing an effective date.**

6. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with JONES EDMUNDS & ASSOCIATES, INC., for professional engineering services upgrades to Lift Stations 67, 77, and 115 in East Leesburg; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Reinstatement and Extension of Memorandum of Understanding, between the City of Leesburg, and the Civil Air Patrol; and providing an effective date.**

2. **Resolution of the City Commission of the City of Leesburg, Florida, appointing one member to the Library Advisory Board to a five-year term ending September 30, 2030; and providing an effective date.**

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lake Village Station Outparcel, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.**

4. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to transfer funds to the Health Insurance Fund to offset higher than estimated costs for FY 25; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Food Service Concessionaire Agreement with Lemmy's Ice, LLC, for space at 305 West Main Street; and providing an effective date.**

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

During Public Hearings and Non-Routine Items, the Commission requests that those in attendance respect the process and maintain order. As such, in accordance with Robert's Rules of Order, please refrain from speaking out, cheering, or applauding during these proceedings. Your cooperation helps ensure a fair and respectful hearing.

A. SECOND READING OF ORDINANCES:

1. **THE APPLICANT HAS REQUESTED A CONTINUANCE TO DECEMBER 8, 2025.**

   An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.3 +/- acres; and being generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Legacy Commerce ANNX)

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.3 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.3 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 50,200 square feet of Multi-use Office/Warehouse buildings for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SPUD)**

4. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.36 +/- acres from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Leesburg Lake Front PUD)**

B. FIRST READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, Amending Chapter 25 of the Code of Ordinances to create Section 25-165 establishing procedures for requests for reasonable accommodation for Certified Recovery Residences and Other Persons with Disabilities; providing for purpose, application, review, appeal, and enforcement procedures; providing for annual recertification; providing for inclusion in the Code of Ordinances; providing for conflicts; providing for severability; and providing an effective date.**

C. NON-ROUTINE ITEMS:

1. **None**

7. INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



City of Leesburg

Planning Commission vs. Special Magistrate

Pro/Con Analysis

November 24, 2025

INTRODUCTION

Discussion of the pros and cons relating to the use of a Planning Commission, versus moving to a Special Magistrate (Hearing Officer) for recommendations on zoning related cases.

WHAT IS A PLANNING COMMISSION?

An appointed agency with specific responsibility for preparing, updating and recommending adoption of:

-Comprehensive Plans
-Land Use Regulations (Ch. 25)
-Zoning changes
-Development proposals
-Variances
-Conditional Uses

-Authority is derived from: Chapter 163, Florida Statutes
-Seven (7) member board of local citizens
-Hold public hearings to take comment/testimony
-Ensure consistency with Comp Plan & LDRs
-Ensure public accountability, long term vision of city

WHAT IS A MAGISTRATE? (HEARING OFFICER)

A professionally qualified individual, appointed with specific planning/land use expertise, assigned to issue recommendations or decisions regarding the preparing, updating and adoption of:

-Comprehensive Plans
-Land Use Regulations (Ch. 25)
-Zoning changes
-Development proposals
-Variances
-Conditional Uses

-Authority is derived from: Local Ordinances
-Used in place of, or in addition to a Planning Commission
-Hold public hearings to take public comment/testimony
-Ensure consistency with Comp Plan & LDRs
-Ensure Public accountability, legal compliance

PROS - PLANNING COMMISSION

1. **Community Representation**
   - Typically made up of residents or stakeholders appointed by elected officials.
   - Offers diverse perspectives and localized input.
2. **Transparency and Public Trust**
   - Residents feel more confident when decisions are made by a group of locally appointed officials.
   - Open meetings and deliberations create a transparent process.
3. **Checks and Balances**
   - More opinions reduces the appearance of favoritism or undue influence.
   - The process solicits and considers neighborhood input; can require special community meetings.

CONS - PLANNING COMMISSION

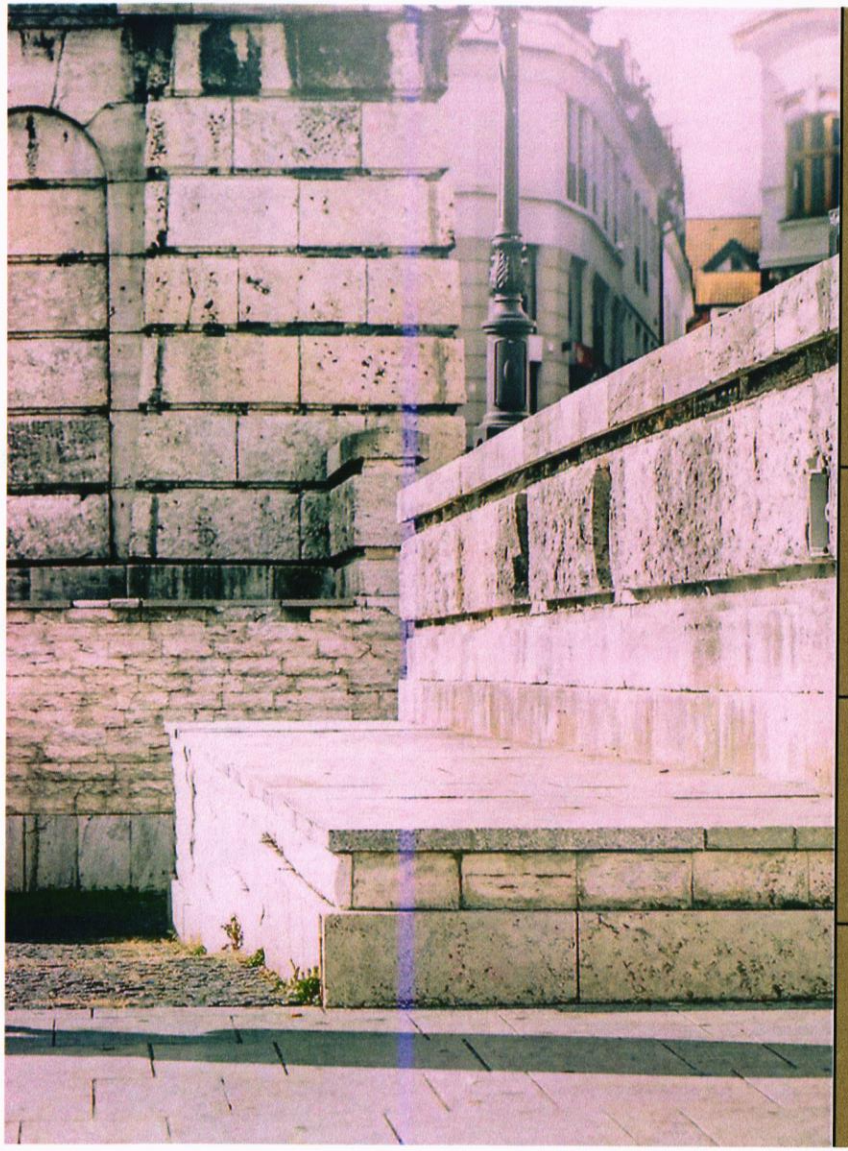
1. **Potential for Inconsistency**
   - Different commissioners may see or weigh factors differently, leading to unpredictable outcomes.
2. **Perceived Political Influence**
   - Appointments may be considered political.
3. **Training & Education Gaps**
   - Some commissioners may lack technical expertise.
   - Commissioners may need extensive education on planning & zoning law, meeting procedures, fine legal points, etc.

PROS - MAGISTRATE

1. **Efficiency and Expertise**
   - A magistrate is a legal or professional planning expert in land use issues.
   - Hearings are more focused and streamlined.
2. **Consistency in Decisions**
   - One person interpreting zoning laws and policies can lead to more consistent recommendations.
3. **Legal Clarity**
   - More adept at evaluating the legal aspects of zoning cases, helping prevent emotional decisions, which sometimes lead to litigation or appeals.

CONS - MAGISTRATE

1. **Less Public Involvement**
   - Residents may feel shut out of the process; that there is less room for community voices.
2. **Perception of Bias/Lack of Accountability**
   - One person holds significant influence; residents may distrust a centralized process.
3. **Cost**
   - Hiring a qualified magistrate is more expensive than managing a planning commission.



QUESTIONS/ DISCUSSION

AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, NOVEMBER 10, 2025 5:30 PM

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, November 10, 2025, at Leesburg City Hall. Mayor Reisman called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jimmy Burry
Commissioner Jay Connell
Commissioner Mike Pederson
Mayor Alan Reisman

Also, present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, Deputy City Clerk (DCC) Anna Rottermond, the news media, and others.

INVOCATION

Mayor Reisman gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. None

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Please note that issues raised during this time will not be discussed in detail during the current meeting. They will either be referred to the appropriate staff or scheduled for consideration at a future City Commission Meeting. Each speaker is allocated three minutes to provide their comments. Kindly adhere to this time limit to ensure equal opportunity for all participants and to support the efficient conduct of the meeting. Thank you!

There were no public comments offered.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Commissioner Berry moved to adopt the Consent Agenda as presented, and Commissioner Burry seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held October 27, 2025

B. PURCHASING ITEMS:

1. Purchase request for four (4) Ford Interceptor Utility AWD vehicles in the total amount of $174,172.00 from Bozard Ford, contract holder for the Florida Sheriffs Association light vehicle, contract FSA 24-VEL-32.

2. Purchase request to approve the purchase of services for Fiscal Year 2026 with Compost USA of Sumter County for sludge hauling services, in the total amount of $260,000.00.

3. Requesting approval to purchase Odor and Corrosion Control Services from Evoqua Water Technologies LLC, in the total amount of $87,992.00, contract holder of Lee County Commissioners Contract No. RFP240129DJN.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida,

authorizing the Mayor and City Clerk to execute a Civic Organization Funding Agreement for Fiscal Year 2025-26 with Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Arts Center, Leesburg Yellow Jacket Booster Club, Inc. and Leesburg Yellow Jacket Booster Club, Inc (for Leesburg High School Band); and providing an effective date.

ADOPTED RESOLUTION 12,060

2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a construction services agreement with Mark Cook Builders, Inc., for the Air Traffic Control Tower Rehabilitation project at the Leesburg International Airport; and providing an effective date.**

ADOPTED RESOLUTION 12,061

6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
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A. SECOND READING OF ORDINANCES:

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 596.29 +/- acres; and being generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Oak Ridge ANNX)**

ADOPTED ORDINANCE 25-57

Mayor Reisman asked the city attorney to perform the swearing-in. **CA Watson** asked anyone wishing to provide testimony on agenda items 6.A.3 (Oak Ridge) or 6.B.1 (Banning 5) to stand and raise their right hand. He swore them all in.

Commissioner Pederson introduced ordinances 6.A.1, 6.A.2, and 6.A.3 to be read by title only. CC Purvis read the ordinances by title only.

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this project was known as Oak Ridge. It is generally located east of CR 48 and south of the Florida Turnpike. The project includes an annexation, large-scale comprehensive plan, and a rezoning. The site consists of approximately 596.28 plus or minus undeveloped acres. The request is for the future development of nine hundred and ten attached and detached single family residential units with associated amenities. The overall proposal includes a comprehensive plan request going from Lake County Rural to City of Leesburg Estate Density Residential. The zoning request would go from Lake County Agriculture to City of Leesburg PUD. Under the PUD requirements, the proposal consists of nine hundred and ten single family units split into two home types. There would be six hundred and forty-two detached single-family units and two hundred and sixty-eight villa units which are duplexes. There are no other uses permitted. For the detached units, there will be eighty-three of those scattered around the exterior boundaries on the sixty-foot and seventy-foot-wide lots with seventeen hundred and eighteen hundred square foot houses. Again, this would be around the perimeter of the development. Then the remaining five hundred and fifty-nine units will be on fifty-foot lots with fifteen hundred square feet of living area as defined under the roof. There are architectural and design standards required which are shown in the exhibits. Two floors will be the maximum height and each house will be required to have a minimum of two off-street parking spaces. Thirty-five percent of the property is required to be open space. However, they are showing much more than that. The dark sky lighting is required and trees in each yard. There is a twenty-five-foot landscape buffer required along the entirety of the property boundaries except where it is not needed due to existing wetland area or where the property backs up to a marsh. There is a three-foot berm or a four-foot fence along CR 48. The fence will run along the perimeter except for where a berm or a wetland is present. There will be sidewalks throughout the development. There is a requirement for Bahia or Bermuda grass in place of St. Augustine.

With the site access and signage, there is access shown along CR 48 on the site plan. There is a requirement for turning lanes, acceleration and deceleration lanes, etc. by Lake County. The main access point in the front is required to be a boulevard-type roadway with a landscape median of at least eight feet in width and enough width in the lanes to allow emergency vehicles to maneuver. There will be signage in the front, which is required to be a decorative entryway feature made of concrete, brick, or stucco. It will be at least five feet in height on each side of the entryway, or they could have that within the landscaped area at the boulevard entrance. There is interconnectivity between this subdivision and the adjacent subdivisions.

He wanted to point out that to the north of this proposal, there is the intersection of CR 470, CR 48, and CR 33, and depending on the time of day, this is one of the busiest and most difficult intersections to get through. At that time, while he did not have specific details, staff was aware that there are developers working on the intersection of CR 33, CR 470, and CR 48. We know they are working together to get some studies done along with some signal warrants, and review of potential funding mechanisms. So, the development community itself is working toward planning improvements to that intersection. In the long haul, that will require coordination between the city, county, developers, and staff. He would provide updates as they came in, but he wanted to let them know that there had been a lot of thought being put into that. He believes the county has earmarked some money for that intersection.

Under recreation, this PUD requires 4.18 acres, which could include; a pool, cabana, children's park, playground, dog park, those kinds of things. A walking nature trail has been designed to blend into the

neighborhood and the wetland areas. When it comes to utilities, everything will be on City of Leesburg water and wastewater. There will be no wells or septic on the property. Finally, they included the phasing or expiration clause which requires the development to move forward with substantial commencement within four years, or it reverts to a one acre per unit zoning requirement. Mr. Logan Opsahl of Lowndes Law of Orlando is here to represent the case and answer any questions.

Logan Opsahl of Lowndes Law, 215 North Eola Drive, said this project has been before the commission a few times. To be brief, this project was continued to a date certain at its second reading, due to a letter they all received from the county addressing various maintenance obligations on CR 48. He knows there have been discussions and that the commission has likely been updated by the city attorney and that the city had provided a response to that letter. The applicant team also provided a response due to much of that letter being project specific. They are all in agreement on the interpretation of the items, and their understanding is that the county will maintain ownership of CR 48. Again, he addressed the project specifics, which included other matters specific to this project in relation to the ISBA that was cited by the county, including the intent and design of which to remove enclave areas such as this property.

Referring to a few slides, he said the planning and zoning director touched on most of this during his staff presentation. The amenities being provided here for activities exceed the minimum because they have just shy of five acres of amenity space that will include a pool and cabana. The main amenities are the nature trails and the multi-use trails throughout the project, which showcase the wetland areas and the areas of wetland that will be created as part of this project. The amenities amount to seventy percent of open space across the property, and they would add additional landscaping and natural vegetation to really set up for some proper stormwater management there that does not currently exist. Again, they would be creating some wetland and expanding it as well. With that he would be happy to answer any specific questions.

Commissioner Burry said he read the letter that was sent from Chairperson Campione. He wanted to know if he received a response back from them. **Mr. Opsahl** responded no. They had not received a response. **CM Minner** added that they received a letter from Chairperson Campione. He replied to that letter by email to the county manager. She then returned an email, which was submitted to all commissioners. **Commissioner Burry** wanted to confirm that all commissioners had seen everything that was generated. **CM Minner** agreed. **Mayor Reisman** asked if there were any other questions by the commission for the developer. There were none. He asked if there were any public comments. There were none.

Commissioner Connell pointed out that the planning and zoning director stated that the intersection of CR 33, CR 470, and CR 48 was terrible, but it is absolutely horrible, especially in the morning and afternoon. Yes, there are some discussions about addressing that intersection, but it would be a good idea to not add any more traffic to that intersection until it has been addressed and corrected. They are talking about another one thousand homes being added to that intersection. There may be some talk going on now, but who knows how far down the road that intersection will be addressed. He would like the commission to consider not putting any more traffic at that intersection until it has been completely redone. **Mayor Reisman** asked if there were any other commission comments. There were none.

The roll call vote was:

Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	No
Mayor Reisman	Yes

Four yeas, one nay, the Commission adopted the ordinance.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 596.29 +/- acres from Lake County Rural to City of Leesburg Estate Residential, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge LSCP)**

ADOPTED ORDINANCE 25-58

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience. There were none.

The roll call vote was:
Commissioner Pederson Yes
Commissioner Berry Yes
Commissioner Connell No
Commissioner Burry Yes
Mayor Reisman Yes

Four yeas, one nay, the Commission adopted the ordinance.

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 596.29 +/- acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development) to allow 910 single-family attached and detached units, for a property generally located east of County Road 48 and south of Ronald Reagan Turnpike, lying in Sections 28, 29, and 32, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Oak Ridge PUD)**

ADOPTED ORDINANCE 25-59

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Burry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience. There were none.

The roll call vote was:
Commissioner Berry Yes
Commissioner Connell No
Commissioner Burry Yes
Commissioner Pederson Yes
Mayor Reisman Yes

Four yeas, one nay, the Commission adopted the ordinance.

4. An Ordinance of the City of Leesburg, Florida, amending the boundaries and changing the name of the Grace Key Groves Community Development District established pursuant to Ordinance 24-33, to 'Grace Groves CDD'; providing a severability clause; addressing conflicts; and providing an effective date. (CDD rev Grace Groves)

ADOPTED ORDINANCE 25-67

Commissioner Burry introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Commissioner Pederson made a motion to adopt the ordinance and Commissioner Berry seconded the motion.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller said this request was to amend the boundaries of the Grace Groves Community Development District (CDD). This CDD was established under Ordinance 24-33 in July 2024. This CDD serves the BarKey subdivision, which is located off Dewey Robbins Road. It is located east of US Highway 27 and south of Dewey Robbins Road. This request basically adds in the additional thirty-nine acres. The request will revise the area of the Community Development District from six hundred and ninety-one to seven hundred and eighteen plus or minus acres. The property in question will be fully contained within the BarKey project. It was recently zoned under the BarKey conditions as BarKey II under Ordinance 22-67, which he believed to be the original BarKey. However, they recently approved another one after that for this specific property. So, the request is to simply add to the existing BarKey, it does not change the number of units or anything like that. **Mayor Reisman** asked if there were any comments or questions by the commission or the audience. There were none.

The roll call vote was:
Commissioner Connell Yes
Commissioner Burry Yes
Commissioner Pederson Yes
Commissioner Berry Yes
Mayor Reisman Yes

Five yeas, no nays, the Commission adopted the ordinance.

B. FIRST READING OF ORDINANCES:

1. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 103.14 +/- acres from City of Leesburg PUD (Planned Unit Development) to City of Leesburg PUD (Planned Unit Development) to allow for 294 single-family detached units, consisting of 241 50' lots and 53 60' lots, for a property generally located east of County Road 48 and north of North Austin Merritt Road, lying in Section 32, Township 20 South,

Range 24 East, Lake County, Florida; and providing an effective date. (Banning 5 PUD)

Commissioner Burry introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only.

Mayor Reisman requested comments from the Commission and the audience.

PZD Miller stated this request was the Banning 5 PUD rezoning. It is generally located east of CR 48 north of Austin Merritt Road. It is 103.14 plus or minus acres. The request is for a future development consisting of two hundred and ninety-four single-family dwelling units. The request would simply change the zoning from City PUD to City PUD with the revised conditions. If this was approved by the commission, this would create a spine road interconnecting CR 33 and CR 48 via the other Banning Ranch projects, which are all similar to this one. Again, there would be two hundred and ninety-four units on 103.14 acres. The lot sizes would be a mix of fifty and sixty-foot-wide lots. The sixty-foot lots would be on the exterior as typically done. In this phase they included all the same PUD features. They would need to choose five design features from the PUD architectural standards list. Thirty-five percent open space, dark sky lighting, landscaping plan buffers around the project, which is twenty-five feet around the entirety of the project except for where it is not needed due to existing wetlands. Two floors is the maximum height and sidewalks are required. Under site access, CR 48 is under Lake County jurisdiction, so the developers are required to make all improvements as required by Lake County and that language is written into all PUDs. The main access to the development will be a boulevard type roadway with a landscaped median. Signage will be the standard with a decorative entry feature that was described in the previous project and interconnectivity with the other subdivisions will be available with this plan. There is 1.35 acres of park and recreational land required, which includes one primary recreation area with three amenities; meaning a swimming pool, plus two other features, such as barbecue grills, play areas, ball courts, and picnic tables. Again, everything has to be on city water and wastewater. They also included the standard expiration phasing clause which reverts the property if substantial commencement has not begun within forty-eight months. Andrew McCown of GAI Inc., is here to answer any questions. **Mayor Reisman** asked if there were any commission comments.

Commissioner Burry wanted to confirm that there was a previous PUD on this property. **PZD Miller** replied yes. The current PUD had about the same number of units, but this proposal has a slight reduction in the number and it is all single-family units. The previous PUD included both town houses and single-family units. **Commissioner Burry** questioned if this proposal would match the other Banning developments. **PZD Miller** agreed. This mix of lots would match all the other Banning developments going back to CR 33.

Andrew McCown of GAI Consultants said he was there representing Hanover Land. He had a quick presentation he wanted to go over. Referring to slides, he showed where the site would be located between CR 48 and CR 33. Zooming in a bit more, he showed a recent aerial view of the site. As the planning and zoning manager mentioned, this was a previously approved PUD that consisted of 103 acres. It included three hundred dwelling units, which broke down into one hundred and forty-eight single family homes and one hundred and fifty-two town homes. It also included thirty thousand square feet of commercial space. When that plan was previously approved, it had two acres of recreation and about thirty-one percent of open space. He then showed the newly proposed PUD, which included two hundred and ninety-four dwelling units, which is a reduction of six units. As the planning and zoning director said, these will all be single-family homes. There will be no town homes, which just by itself means a reduction in traffic generation from the previously approved plan. With the elimination of the commercial program, there will be a reduction in traffic generation. This plan proposes two and a half

acres of recreation, which is an increase of .5 acres over the previous plan. It is significantly more than the 1.7 acre minimum based on the two hundred square feet per unit. There is over forty-one percent of open space as opposed to the thirty-five percent requirement in recent PUDs.

Referring to a slide, he showed how this development would connect with all the Banning Ranch phases. It would connect from CR 33 to CR 48. All phases would run east to west through the five different phases. Highlighted in blue would be the new spine road that would connect all the phases together from one county road to the other. Some of the benefits that the city gets from this new spine road would be that it would help distribute the traffic more efficiently between the two county roads. It would also allow for a much shorter route to the turnpike from CR 48, so instead of having to drive all the way up north to that intersection and coming back south, they could cut through the spine road to get to the turnpike. It would function as the utility corridor between the two county roads, and it would be an alternative emergency service route between the two roads. Instead of having one option, they would have additional access.

Referring to the development of phase five, they can see that they are planning two phases with the same number of units of one hundred and forty-seven units. The lot splits would be two hundred and forty-one fifty-foot lots and fifty-three sixty-foot lots. Some of the highlights include the amenity center on the eastern side of the phase, and that would be constructed first. He then showed the connection to the spine road heading east and the connection to the adjacent project to the south, which is called Blake Ridge. The main entrance on the west will be a boulevard-style entrance. Looking at the open space breakdown, there is a significant number of wetlands and stormwater on the site and the two and a half acres of parks that were mentioned earlier. There will be over ten acres of other open areas that will include floodplain and tree safe areas, along with a significant amount of landscape buffers. At this time, he wanted to mention that all phases would essentially be part of the same HOA. The residents would have access to park amenities in all phases.

As far as traffic, the directional split is anticipated to be about seventy and thirty. Seventy percent would go west to CR 48 and thirty percent would go to CR 33. He showed how that would break down with existing traffic and other approved projects. The green illustrated existing traffic on the road in terms of peak hour trips, and the orange illustrated all the other approved projects. It also included the Oak Ridge project that was just approved tonight. The red illustrated the Banning Ranch phase five contributions to the peak hour trips and the blue illustrated all the remaining available capacity by the year 2031. Then, likewise, since this would have connection to CR 33, they looked at that too. He showed how that intersection broke down. The green being existing traffic at the peak hour, and orange being all the other approved projects for that road. The red is the Banning Ranch phase five contribution and the blue is the available capacity left in year 2031.

The last slide was a description of changes to the ordinance. They originally requested a one hundred and fifteen-foot minimum lot depth for both the fifty-foot lots and sixty-foot lots. However, in the draft ordinance, one hundred and twenty-five feet was put in, so they are requesting it be reduced to one hundred and fifteen-foot lot depth, which would result in the various minimum lot size changes, since the minimum lot sizes were for the one hundred and twenty-five-foot-deep lot. **Mayor Reisman** asked if there were any questions for the developers.

Commissioner Connell wanted to know if this development would be a gated community. **Mr. McCown** replied no. This development would not be gated. **Commissioner Connell** said he referred to the road as being a spine road. Would that be a regular road that cuts through between CR 33 and CR 48? **Mr. McCown** answered yes. **Commissioner Connell** wanted to know if the spine road would be maintained by the CDD or the City of Leesburg? **Mr. McCown** stated it would be maintained by the CDD.

Commissioner Connell said he would then assume that the road would be fourteen-feet for travel instead of the typical eleven feet.

Ben Snyder of Hanover Land remarked that the spine road had been contemplated to be dedicated to the City. It would be constructed per city standards, just like every other project. Actually, the road is a little wider with fourteen-foot travel routes to accommodate the additional traffic and to help people move between CR 48 and CR 33. This would relieve traffic on the other roads. **Commissioner Connell** inquired if the spine road would allow sand trucks, semis, and everything else that would run through the subdivision. **Mr. Snyder** responded that they do not restrict who uses public roads. **Commissioner Connell** wanted to confirm that they were proposing the city be responsible for the maintenance of the spine road. **Mr. Snyder** said they were proposing to dedicate the road to the city, and it would be maintained just like all the other public roads. **Commissioner Connell** remarked that he was not sure if the city wanted to take more roads. Is this property already in the city? **Mr. Snyder** replied yes. **Commissioner Connell** wanted to know when the PUD was done. **Mr. McCown** said he believed that was approved around 2008. **Commissioner Connell** wanted to verify if that PUD had expired. **PZD Miller** answered yes, the PUD had expired. **Commissioner Connell** questioned the spine road and how many miles it would be. **Mr. Snyder** said he did not have that number. **Commissioner Connell** commented that he was trying to figure out how much roadway they were proposing the city to take over. **CM Minner** added that he believed it would be between four and five miles. **Mr. Snyder** mentioned that he would have that number for him at the second reading. **Commissioner Burry** asked if the 2008 PUD had expired. **PZD Miller** answered yes. **Commissioner Connell** said he did not mean to jump in, but since it was expired did this revert to a one-to-one ratio. **PZD Miller** replied no, since we only started doing that about a year ago. **Commissioner Connell** wanted to know what it reverted to then. What was the deal with this one? **PZD Miller** responded that since the PUD expired, it had to go back to the planning commission. They would have to consider whether to rezone it to PUD or change it to RE-1. There were some different wording back in 2008, and these were treated differently. The applicants have gone back through the process. **Commissioner Connell** wanted to confirm that this has gone back to the planning commission. **PZD Miller** confirmed that this had gone back before the planning commission. **Commissioner Connell** then asked about the planning commission recommendation. **PZD Miller** answered that the planning commission recommended denial. However, planning staff recommended approval. **Commissioner Connell** wanted to know what the planning commission's reasons were for recommending a denial. **Senior Planner (SP), Max VanAllen,** stated they recommended denial based on concerns about open space and the increased traffic on CR 48. Those were the two major concerns listed by the planning commission. **Commissioner Connell** said he knows this is the first reading, but the city commission just approved nine hundred plus more homes tonight. With this development, they would add over twelve hundred more homes that would use CR 33, CR 470, and CR 48. We have to remember that these roads are only two-lane roads. This would create a major traffic problem, and we would just keep adding to the problem. Also, this PUD has expired, and we have a road being proposed between three and five miles that would run right through the subdivision. Plus, they want the city to take ownership of it and maintain it. He really hoped that the commission at the second reading would take all of that into consideration.

Commissioner Burry asked in general on the planning side. Is it important to city services, meaning police, fire, and everything else, to have that spine road in place? **PZD Miller** answered yes, for all the reasons that the applicant had brought out. That road is very important for emergency access and the interconnection between CR 33 and CR 48 because it would alleviate traffic heading in either direction, and they would not have to go up to the intersection and back around. There are a number of reasons for needing that spine road. In addition, under the current zoning, which has expired, this is a much better plan. It allows a spine road to go through the different development phases to interconnect CR 33 and CR 48. We have never had that and we need it. However, remember this will take a number of years to come

to fruition. It would certainly not happen overnight. **Commissioner Pederson** said he heard a mention of tractor trailers. Is there a way to restrict them from using the spine road? **PZD Miller** responded that he saw no reason why the city could not restrict trucks from using that road. **Commissioner Pederson** mentioned that he would ask the developer what they wanted, but he wanted to throw that out for discussion. It would not be as big of an issue once construction has moved further along. He was just looking at that road cutting through residential areas, so he wanted to bring that up for discussion and thought between now and the second reading. **Mayor Reisman** asked if there were any other commission comments. There were none. He asked for public comments.

Tim Morris, County Commissioner of District 5, said the city was currently in the cat bird seat. They could basically ask for just about anything they wanted because CR 48 would be a nightmare. With the developers saying eighty trips with approximately one hundred and forty-seven houses is just ridiculous. He had no idea where that traffic study came from. However, at the county level, he was requesting that the county hire their own traffic study people to do the traffic studies because they need to get that out of the developer's hands. He wanted the commission to know that the county was currently working on that. The city should ask the developers to take care of CR 48 all the way to CR 33. They are looking at twelve hundred homes, so they are making a lot of money. The county is currently doing this with Howey in the Hills. Howey in the Hills has taken part of Number Two Road, and they are redoing the road all the way to US 19. The city could ask them to take care of CR 48, widen it, do whatever needs to be done to help the county with traffic because it would be a nightmare. It was already a nightmare in Okahumpka, and it will be the same way on CR 33. **Commissioner Pederson** pointed out that he triggered one more comment and, even though he appreciated his comments, he wanted to throw something out for discussion between now and second reading. Rather than the developer taking over CR 48, could the city push back on the spine road and make the developer maintain that road to city standards?

Tim Casey of 12198 West Golf Breeze Court, Crystal River, said he purchased a lot in Clearwater Lakes about a year ago. Referring to a picture, he said the little orange dot represented the lot that they purchased. To tie into the traffic coming into the area, all the blue represented the already approved developments coming into the area between CR 33, CR 48, and CR 470. He added up the units in those developments, and it came out to about thirty thousand more units being added to that area. With traffic, there are already thirty thousand units approved in that area and that does not include the Oak Ridge development that was just approved. **Mayor Reisman** asked if there were any other public comments. There were none. He stated this item would lay over until December 8th.

C. NON-ROUTINE ITEMS:

1. None

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

CA Watson explained that he had an item he wanted to go over with the Commission. He was not sure if everybody had heard about the PFAS litigation that has been ongoing around the country. Basically, there are some lawsuits going on that relate to PFAS, which is a manmade chemical commonly found in non-stick cookware along with other things, more particularly in firefighting foam. It is very prevalent in that and widely used. It is a lot more controlled than it was years ago. However, all of these PFAS chemicals have found their way into groundwater, so there is damage and degradation that includes extra expenses and costs incurred by water system operators treating the water to remove PFAS chemicals. Many years ago, there were a number of companies that were involved in producing these chemicals and two of them are 3M and DuPont. Now, there are multidistrict federal litigations going on against DuPont and 3M and what 3M and DuPont did was create and allocate a settlement fund. They have gone through and listed a number of water systems that would be entitled to claim money from the fund. This was not a fund where we would have to prove causation, it was simply an allocated settlement fund and if you were on the list, then you were entitled to money from the settlement fund by DuPont and 3M. This settlement fund only relates to drinking water, it does not relate to sewers or airports. However, there are potential claims in the future that may become available for those. However, right now they are just talking about water systems/drinking water. This fund is about $13 billion, so there is a lot of money there, but remember this is a nationwide claims fund and the City of Leesburg is on that list. The City of Leesburg is in a position to claim money from these settlement funds. Now, the way this generally works is that the source wells have to be tested and the PFAS level will be scored based on the test results. Then there is a matrix of sorts where they would take the test results against the number of wells and things like that, they would run that information through a formula to spit out a number that the city would be entitled to.

Backing up a little, there are some national law firms driving this train on the multidistrict litigation and there are some local law firms that have reached out to him who are working with the national law firms in regard to these claims. They are asking whether the city would like to sign up for their assistance. Now, the way the fund works, this is an opt-out claim against DuPont and 3M, where the federal court said if they put up $13 billion in this fund, they would be free. They could not be sued by other people nor does the city have the ability to sue DuPont or 3M for the water system. From his perspective, there is money there and if the city does not make a claim on that money, whatever is leftover will go back to DuPont and 3M. In his opinion, this seems like a no-brainer, and they should make a claim. The funds would be unrestricted, so they could go into the general fund, and the city could spend it on the water system or wherever they want to. Basically, he had a couple of law firms reach out to him, asking if the city was going to sign up. They were all contingency deals, so the city would not pay anything out of pocket. The attorneys are looking to share in the proceeds of the money they would obtain for the city. Typically, that percentage is around twenty to thirty percent. Yes, it is a pretty hefty percentage, but one of the benefits is that they are motivated to get as much as they can out of that fund for the city.

At this point, he wanted to inform the commission about the situation. However, there are other companies. 3M and DuPont are not the only ones, because BASF is another company that recently put up a fund. However, as he understands, that time has passed for claiming under that fund, but there may be other avenues to get there. After talking to the other attorneys, what he understands is that they would like to make a claim on behalf of the city under the drinking water fund for both DuPont and 3M, and they would try to get as much money as they could. It was his understanding that this could be a seven-figure number. That is the estimate, so we are talking about a significant amount of money that the city could likely be entitled to. We would try to get as much as we can out of the DuPont and 3M through the drinking water fund. They also believe it to be a good idea to file claims for the sewer and the airport, because there will most likely be settlement funds established for those too. However, right now, the federal courts are more interested in dealing with drinking water. They would then deal with the other stuff after they are finished figuring out the drinking water. We would make a claim against DuPont and 3M. One benefit of being tied in with these attorneys is that they know about other claims going on, and

they know the other chemical companies potentially exposed. This could be a domino effect and there could be other settlement funds out there.

He wanted to know how the commission felt and to see if they wanted him to continue down the pathway of potentially trying to find an attorney to help make claims under these funds. With regard to the DuPont and 3M fund, there is only a deadline looming, by which they would have to sign up by the end of the year to make the claim. If they make the claim by the end of this calendar year, they would be entitled to testing reimbursement from the settlement fund. Each test cost around $800. However, he was uncertain about the number of source wells the city had that would need to be tested. If there were twenty wells, that would be $800 times twenty. If they have not signed up by the end of the year, the downside is that the city would not be entitled to claim reimbursement for the testing costs from the settlement fund. However, they would still be in line to claim the larger sum for the damage to the system. There could still be a chance of getting testing costs reimbursed, but the clearest way to have them reimbursed is to sign up before the end of the year. He was happy to field questions, but at this point he was looking for some form of approval to continue down this road. He could bring back a retainer agreement for the commission to decide on an attorney to use. He believed it would be a no-brainer, because they could continue down the road with a local attorney to help with the national law firms making the claim. **Mayor Reisman** asked if there were any commission comments.

Commissioner Berry asked if there were any other cities in the area involved. **CA Watson** answered yes. They are actively talking to all the cities that have water systems and airports. They are informing everyone with hopes of getting everyone signed up. However, right now, he does not know if anyone has signed up. He knows St. Cloud has talked with one of the attorneys, but other than that, he did not know a specific Lake County city that has signed up, but several are talking to the attorneys.

Commissioner Berry wanted to know if we have not met the deadline of signing up by the end of the year, would there be another roll out with others or is this it? **CA Watson** replied that this was only DuPont and 3M. He did not know how many chemical companies were manufacturing this stuff. These two companies basically said they did it, and they knew it was harmful to water systems. That is why they put up a gigantic chunk of money to pay for the harm.

Commissioner Burry commented that PFAS chemicals, in layman's terms, were forever chemicals. It had nothing to do with what the city was trying to do last year with the water system. These are a totally different set of chemicals. There were a lot of people trying to mash them together, but these are manmade chemicals that cannot be broken down because they have such a tight bond. When people introduce them into the system by putting them down the garbage disposal or whatever, the water treatment facilities have a hard time treating them, so they end up back in the water source, so he was all for pursuing this. **CA Watson** agreed. From what he understands, the firefighting foam was a large contributor to this and that was why airports were part of the discussion and analysis, because it was used widely in airports for training, which is why the PFAS chemicals ended up in those areas. Again, this is preliminary, and with the 3M and DuPont funds, they are talking seven figures for the drinking water.

Commissioner Pederson agreed with the recommendation. However, he questioned the risk of testing the wells. Could it come back that we do not have chemicals in the water? **CA Watson** responded potentially, but there was a list that essentially said if you were on that list, then you were in the game. Even if you tested a zero on the source wells, you may still be entitled to compensation. **Commissioner Pederson** commented that he did not want to get bogged down in that because he wanted to move forward. The only other question he had was directed at the city manager. He wanted to know if the city was already making efforts to get this out of our water. He looked at this fund as being more of a reimbursement for the efforts to get it out of the water. Is there a way for us to get it out of the water?

CM Minner replied that it was a tricky question, and he was not ready to say that it was in the water because the city has passed all applicable tests and all our water is clean. Our water has passed all the tests, so no one should wig out about it. However, it could be, which is why part of this includes the testing of water to examine whether it is in there. There could be de minimis amounts in it and that would not make us worry. There are three levels. There is a super high level where we would have to take care of it and that is what the settlement money would go towards. There could be a little bit where we would use some of the settlement money to take care of it and then there could be a de minimis/zero level, where we are entitled to money, but we do not have to do anything with it. The first thing we need to do is jump on board and start the testing, but in the interim, nobody should lose any sleep over it. **CA Watson** added that they are talking about testing the source, so this would be before it goes through the city's cleaning process. It could very well be that the city is eliminating all of this before it gets into the drinking water. Again, their focus is on the source. They want to look at testing it to see if the city is being forced to draw water that is contaminated with PFAS, because then we would have to spend money to clean it out. **Commissioner Pederson** mentioned that he believed his question was already answered, but is there technology today to take the chemicals out of the water at the city level? **CM Minner** replied that he assumed there was.

Mayor Reisman wanted to confirm that as long as they jumped on board before the end of the year, the fees would be covered for the testing. **CA Watson** agreed. **Mayor Reisman** pointed out that the city would have no out-of-pocket expenses. **CA Watson** agreed and pointed out that the attorney fees are contingent. The city would not pay hourly rates or anything like that and if they recovered zero dollars, the city would pay zero dollars. **Commissioner Pederson** thanked him for that clarification. **Mayor Reisman** asked if he needed a motion from the commission. **CA Watson** responded that a motion would be fine if somebody wanted to make a motion authorizing further exploration and to bring back a couple of retainer agreements for consideration.

Commissioner Pederson made a motion authorizing further exploration and to bring back a couple of retainer agreements for consideration, and Commission Burry seconded the motion. **Mayor Reisman** asked if there were any further comments by the commission or the audience. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Burry	Yes
Mayor Reisman	Yes

Five yeas, no nays, the Commission approved the motion.

9. CITY MANAGER ITEMS:

CM Minner stated, as they may recall, about two months through Lake 100, they brought on the services of Levy Consulting countywide to examine the subsidy question about tax revenues and that type of stuff. Mr. Levy has finished his preliminary report and presented it to the city managers at their monthly luncheon, which was held on Thursday. Long story short, he is finishing up that report, and he will provide it to the cities and the county, but at a high level, he did consider that there was a subsidy for municipalities. Obviously, if you are in an incorporated area of the county, you pay incorporated and unincorporated property taxes. You would pay a city millage rate as well as the county. You pay a county property tax whether you are incorporated or unincorporated. However, through those general services provided by the county or city, Dr. Levy found that there was about a $25 million subsidy for

incorporated cities in total that goes over to the county. At that time, there was no solution as to what to do with that, but he speculated that the number was about $50 million. He also spoke with the county manager about that as a catapult into this study, and she felt the subsidy was about $12 million, but Dr. Levy split the baby and that was not intended. He would provide more information on that study as it comes, but those numbers may be floating out there.

They also had an extremely good discussion at the manager's luncheon, and they made some progress on the no annexation zone concept, which he brought to the commission's attention a couple of meetings back. He has received some positive feedback back from the county manager about it, and they also received good feedback at the manager's luncheon. Right now, our draft concept is on the county manager's desk. It has only been there a couple of days because he sent it to her last Thursday. She will get back with him with her feedback. In the interim, he asked his executive office manager, Pam Hester, to begin putting together a local meeting, which meant everyone who was a party to the 2013 ISBA agreement would have to come back to the joint meeting on the concept. That includes Mascotte, Minneola, Groveland, Leesburg, Howey in the Hills, Clermont, and Lake County. We are trying to get that meeting done prior to the holidays. He was not sure if they could get it done before Thanksgiving, but certainly before the holidays in December. They are hoping to get everybody together at the table, because that concept seems to be gaining positive traction.

Wrapping up, he pointed out the Deputy City Clerk, Anna Rottermond, because the city clerks have courses they have to go through where they get their tickets punched and Anna's ticket has officially been punched. She has obtained her Master Municipal Clerk (MMC) certification. She received that certificate on October 22, 2025.

10. ROLL CALL:

Commissioner Burry had no further comment.

Commissioner Pederson had nothing to comment on.

Commissioner Berry congratulated and thanked the West Leesburg CDC on their third fall festival Saturday. They had great success in bringing the community together. She also thanked Lakefront TV for capturing the footage. Also, kudos to the Lake County School Foundation for another successful year putting on the Lady of the Lakes Renaissance Faire. It was very, very, very crowded.

Commissioner Connell had no further comment.

Mayor Reisman thanked the special events division and their team for putting on a fantastic Veterans Day parade. Coming up this Friday, Officer Hauser and K9 Nick will be competing in another K9 competition. On Saturday, we are hosting the Flapjack 5K downtown for all the runners. He thanked Lake County Commissioner Morris and fellow Commissioner Berry for attending two grand openings in the City this morning. Finishing up, he wished an early happy birthday to the city manager. His birthday is this Thursday.

Commissioner Connell pointed out that he forgot to mention something that he had already talked to the city manager and city attorney about. With regard to the shuffleboard court property, the property was posted closed as of November 7th. He spoke with the city manager and the city attorney about the timeline for conveying the property to Forward Paths while considering the pending lawsuit. He does not believe they should turn the property over to anyone until the lawsuit has been settled by the court system. In essence, the basis of that suit was that we did not have authority to give that property away, so

we should not proceed to give it away until the lawsuit has been settled. However, he was unsure about when the city manager and/or the city attorney's recommendation was for executing the deed. He believed that the city should wait until the lawsuit had been settled before transferring. **CM Minner** added that Commissioner Connell brought this to his attention on November 5th. Revisiting the timeline for clarification, when they approved the donation, the mayor did sign the official deed, but the deed was destroyed because, subsequently, to the commission's directions to dedicate the property, the city received contact from the shuffleboard club. The chronology for this was important, because the shuffleboard club contacted him directly saying they had a couple of events planned for November. At that time, they asked if they could still use the courts for their event since they had already put a lot of planning into it. The concept was to donate the property to Forward Paths because Forward Paths has a lot of work to do as far as professional services, surveys, planning, engineering, all those kinds of things. We knew there would be a timeframe between when Forward Paths really needed the property and the shuffleboard club asking to use it for their tournaments. So, he used his administrative judgment, and reached out to each commissioner to ask if they could execute the official deed on November 7th. At that time, the shuffleboard club representatives seemed happy, and the commission seemed content, so they were able to oblige that request. So, while the shuffleboard club seemed happy with that, they then filed a lawsuit against the city even after we extended the deadline. Then, the day before, on November 6th, Attorney Sabatini, who is the representative for the shuffleboard club, filed an injunction. The city attorney took that as they were scrambling to set a hearing date to speak about an injunction. An injunction is a court action, and it would officially stop any actions of the court, which means neither the city nor Forward Paths could do anything with the property because that injunction sought to stop any movement on that transaction. So the city attorney started prepping, and he got dates out and as he was doing that, he received a second notice from the court that said not only was an injunction filed, but that Attorney Sabatini amended his injunction by filing an emergency injunction. However, that action was squashed by the court. We are now back to square one, which is that there is an injunction on the property and that a hearing date is set. Now, giving the commission his recommendation before hearing from the city attorney because the commission could blend the two recommendations together. They are back to the question of an injunction on the property and the hearing is set for November 13th at 10:00 a.m. At that time, we are anticipating that the judge will determine whether to grant the injunction or not. The city attorney has filed a motion for dismissal, but that motion will not be heard until January. So, pretty much between November 13th and January, barring any other motions or actions filed by either side, we will sit still. His suggestion to the commission was that they not do anything with the property until the motion on the injunction is settled, which is set for November 13th. If the motion for the injunction is dismissed, he would suggest that the mayor execute the deed to put the ownership of the property in the hands of Forward Paths. He did not see a risk in that for the city. If we go through this lawsuit, and we lose, the city will not be out anything because we do not have finances involved. Other than the determination of whether the commission acted correctly pursuant to the charter, as the lawsuit alleges, he did not see the city having any financial, legal, or other type of risk. The worst outcome of the game would be that the court orders Forward Paths to give the property back to the city. He did not think that was the same risk for Forward Paths. He has spoken to Denise Burry, and he expressed his opinion on the matter. The important thing for this body to remember is that it was a four to one vote to donate the property. He did not see that flavor of the commission changing, so, in the affirmative, the quicker we can get Forward Paths attached to that property, the better because we have a very good case, and the city attorney agrees with that too. We have a good case on its own and if we encumber Forward Paths into the case by signing the deed, then our case becomes even better. However, right now we are at a stop until November 13th. We will see where that injunction goes and if the injunction is awarded, then we would probably need to stay at a stop to see what the terms of the case are, but if the injunction is overruled, then we need to move forward.

CA Watson agreed. A lot of what the city manager said was spot on. He wanted to clarify a couple of

things as far as the procedural posture for where we are. They filed a complaint asking for a declaratory judgment implying that the city violated the city charter by transferring the property, alleging that it was an activity the city prohibited by the charter without a referendum. They also asked for an injunction broadly prohibiting the transfer of the property. Filing these things on their own does not stop anything. It is just somebody filing a lawsuit and making allegations. We just have someone who filed a lawsuit and made allegations, but there is no court order that says the city cannot transfer the property. There could be a court order on Thursday that says we cannot transfer the property temporarily, but at this time we do not. Perhaps there was some wisdom in waiting to see how that hearing played out, but honestly, he did not know if that really mattered procedurally, because there was nothing that prohibits the transfer. However, after the hearing there could be a court order that prohibits the transfer. He did question why a temporary injunction was not sought sooner, and why they waited until basically the transfer was about to occur. They would have done themselves better if they had asked for it sooner. However, that is where we are. We have a hearing on Thursday, and we will see what the court has to say. He agreed with the city manager as far as exposure, because it is pretty minimal. If the injunction is entered and there is a declaratory judgment that the city violated the charter, then the worst day in court would be that the property goes back to the city. It does not hurt the city because there is no money in the deal because the city agreed to donate the land. He did not know what the downside would be. Maybe the more extreme, worst imaginable day, would be that the court orders the city to reconstruct the shuffleboard courts, but that is almost a non-existent possibility. Even if we went with their argument that the shuffleboard courts are an activity of the city, nothing prohibits the termination of an activity in the charter. The city could shut down the shuffleboard courts whenever they wanted and there would be no referendum requirement. For the courts to send it back and require the city to reconstruct it, if Forward Paths had demoed it would be very unlikely. The worst day in court would be that the judge said the city was wrong, and the city gets the property back. This is a healthy discussion for everybody to have and for Commissioner Connell to bring up, because it is worth everybody understanding where they are, what is currently in place and where we could end up if things were transferred. However, the risk is pretty minimal if they did move forward with the transfer. It would not matter whether they waited until after. Honestly, there was an argument about it being harder to undo it if the deed was delivered.

CM Minner pointed out that the city attorney's advice was different from his because he was saying to go ahead and execute. **CA Watson** indicated that it would be harder to unwind the transaction when it was already done. Typically, injunctions are prospective, and they are not undoing things that have already happened. **Commissioner Connell** remarked that they have the injunction coming up on Thursday, and we have the regular lawsuit in January. We are only talking about a couple of months. If we went ahead and transferred the deed, Leesburg would be held harmless on everything, because we would just take the property back. However, if the shuffleboard courts were demoed during that time period, we would get back a piece of raw property without the courts. He did not understand why we would even take that risk. Why not wait two months and let this suit be resolved one way or the other? Why take the risk of giving the property away to find out that we have to take it back, and we would then have lost half a million-dollars worth of shuffleboard complex. That did not seem to make a lot of sense nor did it seem worth the risk. **CA Watson** agreed. If the courts were demoed, then the city would get the property back as it stands without the shuffleboard courts. **Commissioner Connell** commented that he did not know why the city would potentially risk half a million-dollars worth of improvements being removed to find out in two months that we have to take the property back. **CA Watson** said he did not believe this would be resolved in two months because the temporary injunction hearing is Thursday. If a temporary injunction is not entered, then we do not know what the timeline is for the lawsuit. January 28th is the city's motion to dismiss the hearing and if we prevail on that motion they will most likely get another twenty days to refile. Then we will get another twenty days to respond once they refile, which could be another motion to dismiss. Maybe we answer, and move onto discovery. Then we would move to a trial date, but at this time we do not have a clear answer about what the end date might be for this

litigation. It has taken four months just to get a fifteen-minute hearing. We were able to get the emergency hearing scheduled sooner because this has slightly different circumstances, but a normal procedural hearing timeframe seems pretty far out.

Commissioner Berry wanted to understand if transferring a deed meant transferring and demolition or was it just the transfer of the deed? **CA Watson** clarified that the city voted to transfer the title. Forward Paths would ultimately need to demo the courts in order to improve the property. It would be completely up to Forward Paths once the city has signed, delivered, and recorded the deed. Honestly, the city would just need to deliver the deed to Forward Paths. Then it would be up to them about what happens to the property. They just have to be consistent with the covenants and restrictions. As long as they are consistent with the restrictions, they could do whatever they wanted. **Commissioner Berry** asked about the purpose of the injunction. Was the purpose to stop it? **CA Watson** said there was no injunction, it was a request for an injunction. **Commissioner Connell** said, in essence, they could give it away. Forward Paths could demo the courts for us to find out six months that they have to give it back. We would then get 1.6 acres back with no shuffleboard courts.

Commissioner Pederson remarked that he could not speak for the whole commission, but he would make a recommendation to transfer the property now. However, part of him says to wait for the injunction, but if the city attorney was comfortable doing it now, he would support it. As far as the shuffleboard courts, this whole lawsuit is ridiculous because they cannot stop the city from transferring property. Even if we did not transfer it, and we still owned it, we would not be resurfacing or doing anything with the shuffleboard courts. At this point, he had no issues with transferring it. He would not care if Forward Paths knocked them down because the city was not rebuilding shuffleboard courts. **Commissioner Connell** said they would not be rebuilding the courts because they would already be there. **Commissioner Pederson** clarified that he would not support resurfacing them. **Commissioner Connell** wanted to know what his issue was with the shuffleboard courts because they voted to spend one million dollars on twelve pickleball courts even though we already have twelve pickleball courts in town at PEAR Park. However, he did not want one single shuffleboard court in the city. He did not understand what his issue was with the shuffleboard courts. **Commissioner Pederson** indicated that he would start with how they handled everything at the first meeting where they came in here demanding that the city resurface the shuffleboard courts by October 1st. **Commissioner Connell** stated that he did not believe that they came in here with demands. **Commissioner Pederson** pointed out that a gentleman came in and pounded his fist on the podium demanding that it be done. He did not want to argue this point, he urged everyone to go back and watch the video. They did not handle it very well, and we determined that the only people using the courts were the shuffleboard club. We also determined that there were only a handful of members that actually lived in the city who paid city taxes. They also secured the shuffleboard courts. It was said that they were locked, but then it was just a dummy lock. Over the past seven years being on the commission, he was never made aware of anyone complaining that they could not access the shuffleboard courts. The residents, in his opinion, do not care about the shuffleboard court because they are not playing shuffleboard. Yes, they have a club, and he did have some sensitivity to that, but there are other courts in Leesburg. They may not be within the city limits, but they are there. He supports the transfer to Forward Paths, and he would like to see this move forward. He was over the shuffleboard courts and, whether anyone agreed or not, they lost him a long time. **Commissioner Connell** pointed out that he said only five or six of the members reside in the city, yet we are building an $11 million-dollar sports complex at Susan Street for rugby. How many rugby players do we have in town? **Commissioner Pederson** pointed out for the record, that he voted against that. **Commissioner Burry** commented that the difference between the shuffleboard courts and Susan Street is the youth. There will be youth programs at the Susan Street complex and all the recreation programs will be run through that complex too. The usage will be by the taxpaying families that live here in Leesburg. We are building rugby fields so we can recruit tournaments. That is the largest field that we need; it will include rugby fields, lacrosse

fields, soccer fields, and football fields. **Commissioner Connell** said he gets what he is saying. **Commissioner Burry** continued to say that there was no one playing recreational shuffleboard from Leesburg. Their membership included about five members that actually resided in the city. **Commissioner Connell** clarified that they were bringing people into the city and that was the whole concept. That was the whole concept for why Susan Street was sold on and that we would be bringing economic tourism into town. **Commissioner Burry** added that they are also spending half a million dollars to do that. **Commissioner Connell** exclaimed that all they asked for was to have the courts resurfaced. We were also going to resurface the tennis courts, and build some pickleball courts. **Commissioner Burry** asked if he read the proposal that they sent in. **Commissioner Connell** indicated that whatever their proposal was, is not what was spoken about. He had a conversation with the city manager about this, and it was to resurface the shuffleboard courts and the tennis courts. Then we were going to build some pickleball courts. We were going to make this the Palmetto Recreational Complex. **Mayor Reisman** pointed out that they have two different recommendations on the floor; one from the city manager and one from the city attorney.

CA Watson wanted to provide some clarity because the city commission made a decision. While he understands the idea of waiting until after the hearing because it is only two days, they could wait to see what happens. However, that risk is pretty low, barring having to receive the property back and the courts being demoed. Most of the downside would be on Forward Paths even if it comes back to the city without the shuffleboard courts. The city is not paying fees, or paying a bunch of money to anyone for doing anything wrong and there are no development costs being sunk into it. He did not see any harm even if the judge decided that it had to be taken back. Even if they signed it a couple of days before the hearing because he doubted Forward Paths would be building within the next two days. Also, there are advantages to continuing down the path that we started because there was a decision made. There is a lawsuit filed with allegations, but there is nothing that says we have done anything wrong. If we continue forward as planned, then it looks like we are moving along with the plan that we had. However, if the commission wanted to wait until after the hearing, that would not bother him. He was happy to report back to everybody, but from his perspective, it would not make a difference.

Commissioner Pederson made a motion that if the temporary injunction was denied, he recommended that the Mayor sign the deed to transfer to Forward Paths and Commissioner Burry seconded the motion. **Mayor Reisman** asked if there was any further discussion by the commission and the audience. There were none.

The roll call vote was:

Commissioner Berry	Yes
Commissioner Connell	No
Commissioner Burry	Yes
Commissioner Pederson	Yes
Mayor Reisman	Yes

Four yeas, one nay, the Commission approved the motion.

Moving on, **CM Minner** indicated that this now brings up another matter, which he needs direction on. Commissioner Connell talked to him about this too and the commission needed to direct him on how to move forward. During the FY 26 budget meeting, the commission allocated $1 million for what they dubbed the Palmetto Street Sports Complex. When that concept was introduced in July, that concept was to resurface the shuffleboard courts, build pickleball courts, and resurface the tennis courts. However, through the summer, it was his opinion that the commission changed that direction when they voted to

donate the property of the shuffleboard courts to Forward Path. Therefore, when we contemplated and approved the FY 26 budget, there was $1 million allocated for pickleball courts and resurfacing of the tennis courts. There was no contemplation about doing anything with the shuffleboard courts because they were being transferred to Forward Paths. We then sent out into the marketplace an RFP to start designing the pickleball courts, which is why he needed to know if that was still the direction of this commission and if the commission wanted to include shuffleboard courts in any part of that $1 million allocation. **Commissioner Pederson** indicated that his answer would be no. **CM Minner** pointed out that he would prefer a motion and a vote on this item just for clarity. The motion would be to move and instruct the city manager to move forward to procure an engineer to design the Palmetto Street Sports Complex, which would include resurfacing the tennis courts, constructing new pickleball courts along with associated parking. Again, the motion would include direction to start on pickleball construction, resurfacing tennis courts, and associated parking.

Commissioner Pederson made a motion to instruct the city manager to move forward with procuring an engineer to design the Palmetto Street Sports Complex, which included resurfacing the tennis courts, construction of new pickleball courts along with associated parking, and Commissioner Berry seconded the motion.

Commissioner Connell stated there was $1 million to be allocated, and we already have twelve pickleball courts in town at PEAR Park. That does not count the other retirement communities that have pickleball courts. He knows of three in South Leesburg. He could not see spending $1 million on pickleball courts while completely shutting out the shuffleboard people. If the commission wants to spend $1 million, it should be split between pickleball and shuffleboard courts. They should not dump it all into pickleball while the shuffleboard people get nothing because that is not fair. They have no courts at all, and we have none publicly in the city, yet we have twelve pickleball courts. He believed the money should be split. **Commissioner Berry** commented that she recalled during the budget discussions that it was for tennis courts and pickleball. **Commissioner Connell** pointed out that the original proposal included the resurfacing of the shuffleboard courts. This all came up before the discussions with Forward Paths. **Commissioner Berry** said this was done during the budget meeting, and she was referencing her notes. So, she did not recall that being part of the discussions. **Commissioner Connell** responded that the resurfacing of the shuffleboard courts was included in the original proposal for the Palmetto Sports Complex. **Commissioner Berry** stated she would have to refer back to the minutes on that. **CM Minner** pointed out for clarity that Commissioner Connell was correct. **Commissioner Burry** asked for clarification, because when he said there were pickleball courts in the City, was he referring to PEAR Park? That park is not located within the City. **Commissioner Connell** said Pear Park was located in the city limits, but it was a county park. He was almost positive that it was in the city limits. **Commissioner Burry** said that was news to him. However, close to Leesburg there are multiple shuffleboard courts. **Commissioner Connell** wanted to know where. **Commissioner Burry** said there were some at Hawthorne. **Commissioner Connell** stated those were private communities and people cannot just go to them without being a resident. **Commissioner Burry** said a third of the shuffleboard club lives in The Villages, and they have tons of shuffleboard courts. **Commissioner Connell** said he was referring to the people that live in the city and the commission is just assuming that nobody uses these shuffleboard courts, outside the shuffleboard club. He believed there were other people who resided in the city that play. He could not understand the resistance to giving something back to the shuffleboard people. We took eighteen to twenty courts away, and now they have nothing, yet we are going to put $1 million into pickleball when we already have twelve courts located in the city. **Commissioner Pederson** indicated that it was really simple for him. In his opinion, the residents of Leesburg want to see pickleball. **Commissioner Connell** wanted to know if he had had a referendum done throughout the city. **Commissioner Pederson** said he did not want to argue and he has already made a motion. **CM Minner** added that it was the feedback received from the recreation board, which is the board that the commission

appointed. The recreation board stated that they wanted pickleball courts. **Commissioner Connell** remarked that the donation of the shuffleboard courts did not go before the recreation board for their recommendation. It did not go to that board and that was one of his issues. **Mayor Reisman** asked if there were any further commission comments.

Commissioner Connell asked for clarification on the motion. **CM Minner** stated the motion on the floor was that the Palmetto Street Sports Complex's $1 million allocation for FY 26 included pickleball courts, resurfacing of the tennis courts, and associated parking. It had nothing to do with shuffleboard. **Commissioner Pederson** mentioned that the city did not need to compete with Pear Park. They did not need some big number of pickleball courts. We will see what we can squeeze in on this parcel, and it needs to include adequate parking. **Commissioner Berry** pointed out that the tennis courts are still utilized by the high school and that was first and foremost. She wanted to make sure she understood that the pickleball courts were to be added because that was a popular and most requested sport. That was her understanding and that is where she thought they were going when they first started these conversations. **Commissioner Pederson** agreed. **Mayor Reisman** asked if there were any public comments.

Josh Brewster of 1515 Crest Avenue, Leesburg, said he has been in the city for twenty years. He had no idea there were shuffleboard courts in this city until the shuffleboard club people came and started their stuff. He knows pickleball is huge. **Mayor Reisman** asked if there were any other public comments. There were none.

The roll call vote was:

Commissioner Connell	No
Commissioner Burry	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Reisman	Yes

Four yeas, one nay, the Commission approved the motion.

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

With a motion by Commissioner Pederson and a second by Commissioner Burry, the meeting adjourned at 7:03 p.m.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.B.1.
Meeting Date:	November 24, 2025
From:	Hosea Goodwyn, (Procurement Manager)
Subject:	Purchase Request to approve the purchase of a one (1) year Microsoft licensing agreement for the amount of $88,943.47 from **SHI International** using Sourcewell Contract No. 121923.

Staff Recommendation:
Staff respectfully recommends that the City Commission approve the renewal of the Microsoft software licensing agreement that includes server, desktop, and Office applications, as well as email and database systems, in the total amount of $88,943.47.

Analysis:
The City of Leesburg relies on Microsoft server, desktop, and office software, including email and database applications, as essential tools supporting daily operations and productivity across all departments. The City has standardized on using Microsoft's operating system for its desktops, laptops, and servers and relies on various Microsoft applications for word processing, spreadsheets, presentations, and many internal city applications. The productivity suite from Microsoft empowers staff to be productive and work efficiently and securely. This contract provides the best overall pricing based on volume discounting for product upgrades, support, service continuity and access to constantly improving cutting-edge technologies. Renewal of these licenses ensures uninterrupted access to critical Microsoft software products, maintaining compliance with licensing requirements and supporting the City's operational needs. Continued licensing is vital to sustain employee productivity, collaboration, and overall organizational efficiency.

Procurement Analysis:
The City is leveraging a piggyback contract with Sourcewell (Contract No. 121923). A quote has been obtained from SHI International Corporation, the vendor under that contract, in accordance with procurement policy. Procurement is in accordance with the City's purchasing policy through a cooperative purchasing agreement, leveraging the Sourcewell contract that was obtained through a competitive bidding process.

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Information Technology operating budget includes funding for this agreement.

Account No.	001-1633-513-4633
Requisition	58063
Budget	$95,000.00
Available	$95,000.00

Pricing Proposal
Quotation #: 26638392
Created On: 9/15/2025
Valid Until: 11/30/2025

FL-City of Leesburg

Mike Andrews
205 N 5th Street
PO BOX 490630
ATTN: A/P
LEESBURG, FL 34748
United States
Phone: (352) 728-9786
Fax:
Email: Mike.Andrews@leesburgflorida.gov

Microsoft-Inside Account Manager

Matthew Lester
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-555-3614
Fax:
Email: mssoutheastgov@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Office Professional Plus ALng SA Platform Microsoft - Part#: 269-12442 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	400	$117.02	$46,808.00
2	Win Enterprise Device ALng SA Platform Microsoft - Part#: KV3-00353 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	400	$47.38	$18,952.00
3	Core CAL ALng SA Platform UCAL Microsoft - Part#: W06-01072 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	400	$47.63	$19,052.00
4	CIS Suite Datacenter Core ALng SA 16L Microsoft - Part#: 9GS-00130 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	1	$1,360.91	$1,360.91
5	Exchange Server Standard ALng SA Microsoft - Part#: 312-02257 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	1	$130.32	$130.32

6	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/1/2025 – 11/30/2026 **Note:** EA# 88789336 ; See payment schedule below - Year 1	4	$660.06	$2,640.24

Total $88,943.47

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Payment Schedule:
Year 1: $84,811.47
Year 2: $84,811.47
Year 3: $84,811.47
Total: $254,434.41

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Partcipating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

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- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

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such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

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$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

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1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

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hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

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disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

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liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...

Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	SHI International Corp.
Does your company conduct business under any other name? If yes, please state:	New Jersey
Address:	290 Davidson Ave. Somerset, New Jersey 08873
Contact:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Phone:	512-983-6502
Fax:	512-983-6502
HST#:	22-3009648

Submission Details

Created On:	Tuesday October 31, 2023 09:50:21
Submitted On:	Tuesday December 19, 2023 15:26:51
Submitted By:	Tory Pubylski
Email:	victoria_pubylski@shi.com
Transaction #:	bca2ca3b-8372-44f0-8925-989cf0fc15f1
Submitter's IP Address:	161.69.54.14

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SHI International Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	SHI Canada ULC is a subsidiary. SHI Government Solutions is not a subsidiary but is affiliated through common ownership and will be an authorized reseller, if awarded, on the contract.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1HTF0	*
5	Proposer Physical Address:	290 Davidson Ave. Somerset, NJ 08873	*
6	Proposer website address (or addresses):	www.shi.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maya Lynch Proposal Specialist 290 Davidson Ave. Somerset, NJ 08873 Maya_Lynch@shi.com 732-754-1554 Kristina Mann Sr. Manager Contracts 290 Davidson Ave. Somerset, NJ 08873 Kristina_Mann@shi.com 732-564-8536	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Victoria Pubylski Capture and Business Development Manager 290 Davidson Ave. Somerset, NJ 08873 Victoria_Pubylski@shi.com 512-983-6502	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aimee Ballenger Sr. Director Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Aimee_Ballenger@shi.com 678-708-3906 Amelia Jakubczyk Director of SLED Contract Capture and Development 290 Davidson Ave. Somerset, NJ 08873 Amelia_Jakubczyk@shi.com 303-882-8012	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SHI International Corp (SHI) started as a regional, software-only reseller in 1989. Co-founder Thai Lee has served as SHI's only President and CEO. Under her leadership, SHI has organically grown into one of the largest, privately held, global technology solutions providers in the world—while maintaining the agility and friendliness of a small business. Headquartered in Somerset, NJ, SHI is the largest woman and minority owned business in the United States with major operations centers in Austin, TX, Milton Keynes, UK, and a growing local presence around the world. SHI employs more than 6,000 employees split into strategic business units who uphold SHI's mission statement: "We are passionate about delivering exceptional value and experience as we help customers select, deploy, and manage technology." SHI's sales teams are allocated to support International, Global, Strategic, Commercial, Enterprise and Public Sector. Today, over 17,000 corporate, enterprise, government, and academic organizations rely on SHI to support their transformation, collaboration, security, and optimization needs. Few companies experience the longevity SHI has experienced. In fact, SHI's first customer is still with us today. From the beginning, SHI has focused on innovation, expanding our technology offerings, and professional services. Starting solely as a software reseller, SHI now offers full IT solutions, ranging from software and hardware to cloud migration and strategic planning. SHI has always brought leading edge technology to our customers: from bringing drop-shipping innovation to the IT channel in 1991 to delivering high-value consulting and professional services to help organizations achieve business agility. We work closely with the top manufacturers and participate in several advisory boards to ensure we are aware of new technologies and shifts in technology and that we are transferring that knowledge not only to our customers but also using it to influence how we run our business. There is a lot to consider when seeking a partner who can help address Sourcewell members' various technology needs. Ability and experience are vital elements in your decision, but you also want a company built on solid principles and values. That is why our business philosophy focuses on one key concept: Being helpful. * It is an easy claim to make, but at SHI, being helpful goes beyond a simple marketing strategy—it is a core consideration in everything we do. We continuously look for opportunities beyond the contract, including: • Coordinated expertise and insight to help you find success • Value-added support that exceeds established obligations • Targeted assistance addressing inefficiencies and obstacles, so you can focus on critical priorities To further demonstrate our commitment, we look toward SHI's core values, which drive our operations and promote a healthy, helpful business culture. We have listed our 10 core values below. With dedication to these values, as well as SHI's focus on remaining uniquely helpful, we can deliver on the trust you place in us. SHI Core Values: • Build a culture of diversity, equality, and inclusion • Be accountable and act with integrity • Seek understanding to support sincerely • Embrace change, collaborate and innovate • Show initiative and execute efficiently • Be resourceful and cost conscious • Adapt, persevere and succeed • Learn, grow and teach • Strive for wellness to achieve balance • Be bold, be fun, behave and be you Our goal is to foster a long-term, mutually beneficial relationships with our customers and partners, and we are committed to a collaborative process that is customer centered so that your members can make their IT solution purchases confidently. Through providing Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement, we believe SHI is the ideal partner to support Sourcewell's contract requirements.
11	What are your company's expectations in the event of an award?	SHI is excited to continue our collaboration with Sourcewell and its members! We have had tremendous success growing the value of our first awarded contract and will continue our commitment to expanding the use of this contract, supporting Sourcewell's existing members and educating eligible contract users. Throughout our current contract, Sourcewell has been supported by a dedicated account management structure that has provided both Sourcewell and its members

with a supportive team of individuals, including dedicated Capture and Business Development Manager, Victoria Pubylski, Field Account Executives, Inside Account Executives, and sales leadership, as well as expert support from our technology specialists. Our dedicated sales teams are well-informed on how to use the Sourcewell contract and will continue to promote this contract to ensure both the Sourcewell Cooperative and its members benefit from our relationship.

Given that we are already familiar with Sourcewell and your members we expect there to be a seamless transition to a new awarded contract. We will maintain and grow our successful partnership with Sourcewell, beginning with our immediate actions upon award which include:

1. Supporting and advocating our Sourcewell partnership. Each team member from every Public Sector vertical supports our partnership with Sourcewell and will continue to advocate for the contract with passion and vigor. Our public sector sales force has successfully grown our Sourcewell contract year over year since our initial award in 2019, including an incredible 100 percent growth in the second full year of our contract. Given our position in the public sector market, our expanding sales force, and our passion for advocating the benefits of the Sourcewell contract to new customers, we are confident that we can continue to amplify Sourcewell's reach in terms of the number of distinct members who use this contract and revenue achieved.

2. Develop additional marketing materials and campaigns that articulate the value of the Sourcewell-SHI partnership. As an example, we will employ our Capture and Business Development Team, dedicated to the Public Sector Business Unit at SHI, to notify existing customers and continue to prospect new customers to detail our partnership.

3. Provide training and updates to our entire Public Sector sales and sales support staff about Sourcewell and its members. This training will include contract terms and methodology, pricing parameters, and the value that Sourcewell provides to its members.

4. Connect with current Sourcewell members and listen to members' needs and feedback. Our check-in will ensure that each member's dedicated Account Team is familiar with and accessible to them, in addition to educating members on our value. We will work with each member to understand their business preferences (specific information on a quote, reporting requirements, invoicing/billing requirements, and the like).

5. Finally, we will create a dedicated Sourcewell online catalog that displays the contracted pricing and contract page on our website that will include the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, and a link to Sourcewell's website.

We recognize why cooperative contract usage is rising and realize the value of having strategic partners in this space. SHI distinguishes itself from comparable organizations by choosing to partner closely with a select number of cooperative partners, ensuring we offer proactive support rather than stretching ourselves across countless partnerships. To bolster support for our larger contract users, and sales organization, we have established a Capture and Strategy team. This team is tasked with educating our customers and sales team about our available contracts and serving as a primary resource for significant contract holders like Sourcewell.

Your dedicated SHI Capture and Business Development Manager will regularly meet with the assigned Sourcewell Supplier Development Administrator to ensure contract success for both SHI and all Sourcewell customers. These meetings will include updates or changes impacting the contract, a review of contract highlights (like spending, new customers, and new vendors), discussion of any contract concerns, identification of areas for improvement, and sharing our strategies for promoting the contract. We aim to maintain open lines of communication throughout.

Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership and sales teams directly to execute these steps.

Primary contacts for Sourcewell include:

1. Tory Pubylski
Capture & Business Development Manager
Victoria_Pubylski@shi.com

2. Amelia Jakubczyk
Director SLED Contract Capture and Development
Amelia_Jakubczyk@shi.com

		3. Aimee Ballenger Senior Director of Contract Capture and Development Aimee_Ballenger@shi.com If chosen to partner with Sourcewell, we'll bring fresh and innovative perspectives to your members and anticipate a seamless transition. We pledge to provide personal support for Sourcewell and your members, with devoted Capture and Strategy team members, taking the lead. We will remain flexible and agile in our approach to optimize Sourcewell members' contract user experience.	
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over 6,000 employees worldwide, SHI is proud to be the largest Woman/Minority owned business in North America. We maintain more than 30 global offices in North America, EMEA, and APAC. In addition to our global offices, our properties include an integration center, solution lab, and executive briefing center, which are located at our headquarters in New Jersey. In 2022, SHI reached $14 billion in revenue and set the stage for continued exponential growth. This growth stems from a laser focus on customer service, dedicated and tenured leadership, committed AEs (who live and work in the communities they serve), and a broad spectrum of customers and partners. Since SHI is a privately-owned company with no bank debt, we are nimble and able to reinvest in our business with integrity and in a way that aligns with our values and needs. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. We have also made significant investments in hiring more resources—the people with whom Sourcewell engages. Our financial strength and stability are predicated on our staunch affiliations within our communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth Financial Stability: • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials • Low overhead structure SHI's Dun & Bradstreet number is 61-142-9481 and we have a 5A3 rating. A copy of our most recent report is attached to this proposal. Additional details may be provided upon request.	*
13	What is your US market share for the solutions that you are proposing?	We offer our complete catalog of products and services to our customers. Providing a vendor-neutral approach to help customers find the right technology that meets every requirement of their IT environment, one of our greatest strengths is our ability to provide tremendous depth and breadth in choosing the ideal software, hardware, cloud, and other products and services. Based on the most recent data on the US IT budget, SHI's share is approximately 2.5% of the overall market. SHI Overall Product Mix • 60% would be considered software, subscriptions, and cloud-based sales. • 40% would be considered hardware, peripherals and accessories, including devices, servers, storage, and, networking. Market Share Indicators for Software SHI is considered the leading reseller partner for many top software publishers such as Microsoft, Adobe, and Trellix (McAfee). Estimating our revenue with these partners, as representative of their partner sales, we would put our share at approximately 20-25%. This would not include sales these software publishers conduct directly with the end customer. Market Share Indicators for Hardware Original Equipment Manufacturer (OEM) direct sales to the end customer typically represent a larger percentage of the business. As a result, our overall market share is lower, but SHI is one of the largest hardware resellers in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian IT addressable market for resellers is approximately $100 billion. The largest partner in Canada owns 1%; SHI's share of the market is 0.25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	In our 34-year history, SHI has never petitioned for bankruptcy protection. We are a privately held company and currently have no debt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SHI is an Information Technology Value-Added Reseller (VAR), which offers a complete solution to information technology by providing multi-vendor hardware and software along with other vital services. SHI has vast experience and established vendor partnerships that enable it to bring excellent value to Sourcewell and its members. With a diverse partner ecosystem that supports over 15,000 unique publishers and manufacturers, all the leading manufacturers include SHI as an authorized partner. SHI is authorized to sell hundreds to thousands of brands and products in the scope of this contract. We have included a sample list of authorizations in response to question number 81, and specific OEM or software publisher authorizations can be provided upon request. Our endeavors naturally resonate with Sourcewell's mission of serving as a 'force multiplier' for its members. This synchronicity is not merely coincidental but a testament to our shared values and common goals. Our expansive network of manufacturer relationships is a direct testament to this alignment. Yet, we understand to truly amplify our impact, we must cater to a diverse range of needs which is why we have forged partnerships with a considerable number of smaller distribution partners in addition to our long-term relationships with the larger distributors. This strategic approach not only diversifies our product and service offerings but also exponentially increases our capacity to deliver value. SHI has been dedicated to the Public Sector business for the last twenty years, creating solutions that are tailored to the specific needs of State, Local, and Education customers across North America. Therefore, Sourcewell can feel confident that its members will benefit from SHI's collaboration with each Sourcewell member to deliver solutions that are specific to their unique needs. SHI does not have a dealer network. All business will be supported directly through SHI's sales force in the U.S, SHI Canada in the north, SHI Government Solutions in the State of Texas.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Among the thousands of licenses and certifications available within the IT industry, SHI holds a comprehensive number relevant to the scope of this Sourcewell contract. Our teams stay current with licenses and certifications; in most cases, we have the highest available certifications. We have included a representative sample of manufacturers and the number of certifications held, and specific certification details for individual publishers can be provided upon request. Acronis – 5 Certifications Adobe – 7 Certifications AirWatch – 2 Certifications APC - 12 Certifications Apple - 17 Certifications Arbor - 4 Certifications Aruba - 3 Certifications Avaya - 12 Certifications Blue Coast Systems - 3 Certifications Bluebeam – 7 Certifications Bomgar – 3 Certifications Business Objects – 11 Certifications CA – 34 Certifications Check Point – 12 Certifications Cisco – 44 Certifications Citrix – 88 Certifications Commvault – 67 Certifications Compellent – 5 Certifications CompTIA – 35 Certifications CradlePoint – 2 Certifications DataCore – 1 Certifications Dell/EMC – 136 Certifications D-Link- 4 Certifications Domino – 1 Certifications Emulex – 1 Certifications ESET – 3 Certifications Exin – 2 Certifications F5 – 8 Certifications HDS (Hitachi Data Systems) – 4 Certifications HP – 201 Certifications HPE – 327 Certifications IBM – 174 Certifications IBM hardware – 11 Certifications Imation/Nexsan – 4 Certifications ISC2 – 10 Certifications ITIL – 5 Certifications	*

		Ixia – 3 Certifications Juniper – 28 Certifications Ivanti - 10 Certifications Lenovo - 26 Certifications LogRhythm - 3 Certifications Mellanox - 2 Certifications Metastorm - 1 Certification Microsoft - 1090 Certifications Motorola - 8 Certifications NetApp - 26 Certifications NetIQ - 6 Certifications Nimble - 7 Certifications Novell - 11 Certifications Nutanix - 7 Certifications Oracle - 340 Certifications Other - 30 Certifications Polycom - 14 Certifications ProCurve - 6 Certifications Proofpoint - 3 Certifications Pure - 5 Certifications Qlogic - 5 Certifications Quantum - 2 Certifications Quest Software - 1 Certification Red Hat - 18 Certifications RSA - 33 Certifications SANS.ORG - 1 Certification ScriptLogic - 2 Certifications Security Horizon - 2 Certifications SimpliVity - 5 Certifications Sonicwall - 2 Certifications Splunk - 6 Certifications Sun Microsystems - 65 Certifications Symantec - 142 Certifications Tegile - 2 Certifications Trellix- 92 Certifications Trend Micro 5 Certifications Veeam 10 Certifications Vision Solutions 1 Certification VMware 30 Certifications Watchguard 1 Certification Websense 18 Certifications For additional certifications, please see the Technical Certifications document in the response portal.	
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	To the best of our knowledge, SHI has not been suspended or disbarred on any contracts like what is being requested by Sourcewell.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	SHI is committed to providing world-class support to our clients. Awards and accolades validate the next-level partnership SHI brings to our clients in hardware, software, and services. Our partners, vendors, and clients have generously recognized SHI for its exceptional quality, service, and partnerships. SHI has been recognized as a top partner by OEMs such as Cisco, Dell, HP, Intel, and Microsoft, and as a leader in the industry by organizations such as CRN. Focusing on the employee experience, SHI is a top employer named by such organizations as Forbes and Austin American-Statesman. Our ESG efforts to assist customers in achieving their diversity and sustainability goals have earned awards from customers such as Verizon and Cushman & Wakefield and partners such as HP and Ingram Micro. For additional information about our awards and accolades, please visit SHI.com. 2023 Awards • Cohesity Global Cloud Services Partner of the Year • Forbes' America's Best Midsize Employers • HP US Personal Systems NSP of the Year • NetApp Cloud Partner of the Year • Oracle LAR of the Year, North America, Oracle Linux & Virtualization • SolarWinds North America Transform Partner of the Year	

- SolarWinds North America Breakthrough Award
- SolarWinds North America Excellence in Customer Retention
- SolarWinds North America Excellence in Subscription Sales
- Tenable Information & Systems Management Partner of the Year Awards
- Tenable North America - Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Veritas Top Growth National Business Partner
- VMware Partner Value Award for the Americas Region

2022 Awards
- Austin American-Statesman Top Workplaces
- BeF5 Partner of the Year
- Cisco Americas Security Partner of the Year
- Cisco Security Partner of the Year
- Citrix Partner of the Year – Large Account Provider
- CRN Tech Elite 250
- Cushman & Wakefield – Diverse Vendor of the Year
- EcoVadis Bronze Medal
- Fortinet North American Partner of the Year Award
- Fortinet Partner of the Year
- GoTo Resolve Pro
- Ingram ITAD Partner of the Year
- Juniper Partner of the Year - Americas Theater Overall
- Kong Americas Regional Partner of the Year
- Microsoft Surface Solutions Award
- Palo Alto Networks SASE Partner of the Year
- Pure Storage Americas Most New Customers Partner of the Year
- Rapid 7 North America Cloud Security Partner of the Year
- Rapid7 North America Partner of the Year
- SentinelOne Momentum Partner of the Year
- Symantec Partner of the Year - Identity Management
- Tanium Growth Partner of the Year
- Tenable North America Top Overall Partner & Top Overall State and Local Partner
- Trend Micro Enterprise Partner of the Year
- Varonis Growth Partner of the Year
- Verizon Partner Network Marketing Excellence Award
- Zoom US & Canada Reseller Partner Award

2021 Awards
- Cohesity Global SaaS Partner of the Year
- CRN UK Women in Channel Awards - Gender Parity Award
- Dell Partner of the Year
- Intel US Channel Partner of the Year
- Lantronix Strategic Edge Partner of the Year, North America
- Microsoft Digital Marketing Partner of the Year
- Microsoft North American Digital Marketing Partner of the Year - Strategic Device Reseller Award
- Microsoft North American Partner of the Year - Windows 10
- Microsoft Partner of the Year - Microsoft Surface Hub Reseller of the Year
- Microsoft Top Surface Hub Revenue YoY Growth - Reseller
- Microsoft US (MSUS) Partner Award in Modern Endpoint Management
- Microsoft US Surface Transformation Partner of the Year
- Rapid 7 North America Partner of the Year
- Thales Business Partner of the Year, North America
- Zoom US & Canada Partner of the Year
- Zoom US & Canada Reseller of the Year

2020 Awards
- Austin American-Statesman Top Workplaces
- Commercial Partner of the Year at Cisco Partner Summit Digital – Americas
- Cradlepoint Partner of the Year
- Forbes America's Best Employers For Women
- Fortinet Partner of the Year - US
- Intel US Channel Partner of the Year
- Intel US Partner of the Year - National - Innovation
- JetBrains Partner Awards - World65 bwide Surface Resiliency Partner of The Year
- Microsoft US Device Sales Growth Partner of the Year - Fiscal Year
- NJBIZ Top 25 Women-Owned Businesses
- Nutanix Trail Blazer Award
- Opengear – Elite Partner of the Year
- Panasonic - Rising Star Award
- Pure Storage Partner of the Year
- Samsung Installation of the Year – Mobility
- Tenable's Top Overall Partner of the Year in North America

		• Thales Business Partner of the Year, North America • Veeam Impact Partner Award – Impact Partner of the Year • Veritas Top National Business Partner Overall - Americas • Verizon Supplier Sustainability Award • Vertiv Growth Through Innovation Award 2019 Awards • Adobe Digital Media Worldwide Partner of the Year • Austin American-Statesman Top Workplaces • Cisco Central Commercial Partner of the Year • CRN's Managed Service Provider 500 - Elite 150 Category • Dell Technologies Transformational Partner of the Year • FireMon Ignite Partner Award — Growth Partner of the Year • Forbes Best Employers for Diversity • GMIS International Partner Award Diamond Level • Intel Partner of the Year for Marketing: Training for Results - Sales • Intel Partner of the Year for Vertical Solutions: Client Solution - National Solution Provider • Microsoft Partner of the Year Award (MSUS Awards): Modern Workplace, Modern Desktop Award • Microsoft US Surface Transformation Reseller of the Year • MSI Outstanding Channel Partner Award • Pure Storage Top Net New Logo Partner of the Year Award • Ranked 10th on CRN's Solution Provider 500 • SOPHOS Cloud Partner of the year • Zoom Partner Innovation Award	
20	What percentage of your sales are to the governmental sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in governmental sales earned over the past five years is: 2022: 18% 2021: 21% 2020: 20%	*
21	What percentage of your sales are to the education sector in the past three years	In 2022, the Public Sector accounted for over $3.7 billion of SHI's $14 billion total company revenue. The percentage of company revenue in education sales earned over the past five years is: 2022: 7% 2021: 9% 2020: 8%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SHI manages hundreds of contracts for customers in the public sector space. We have provided sales for our top ten revenue contracts for the past three years. In addition to the information provided here, a full list of our contracts by state can be found at: https://www.shi.com/Contract/PSContract/ContractHome National Cooperative • 2020 - $433,524,175.00 • 2021 - $432,367,332.00 • 2022 - $474,912,261.00 National Cooperative • 2020 - $117,246,848.00 • 2021 - $242,276,114.00 • 2022 - $428,741,315.00 National Cooperative • 2020 - $119,276,838.00 • 2021 - $215,559,364.00 • 2022 - $297,216,161.00 National Cooperative • 2020 - $49,516,736.00 • 2021 - $98,356,960.00 • 2022 - $162,616,951.00 National Cooperative • 2020 - $109,667,754.00 • 2021 - $94,519,443.00 • 2022 - $66,158,438.00 National Cooperative • 2020 - $105,605,584.00 • 2021 - $106,272,231.00 • 2022 - $36,249,883.00 National Cooperative • 2020 - $51,110,983.00 • 2021 - $69,945,461.00 • 2022 - $117,824,104.00 State Contract • 2020 - $137,405,364.00 • 2021 - $79,536,085.00 • 2022 - $43,431,618.00 State Contract • 2020 - $79,162,748.00 • 2021 - $77,934,115.00 • 2022 - $54,871,606.00 State Contract • 2020 - $64,141,338.00 • 2021 - $63,818,564.00 • 2022 - $69,121,433.00	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA • 2020 - $19,629,342.02 • 2021 - $13,876,322.68 • 2022 - $6,492,695.32 SHI does not have any SOSA agreements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
NJ Transit	Renzo Sosa, Director, IT Contracts	973-491-7612 rsosa@njtransit.com	*
University of Georgia	Ryan Dekle, Procurement Specialist	706-542-7113 deeks90@uga.edu	*
NY-Erie 1 BOCES, Western New York Regional Information Center (WNYRIC)	Julie A. Bray, Project Manager	716-923-6512 jbray@e1b.org	*
Fulton County, GA	Anne Wilson, IT Vendor Relationship Manager – Department of Technology	404-612-7294 Anne.Wilson@fultoncountyga.gov	
City of Little Rock, AR	Vitesh Patel, Procurement Manager - Finance Department	501-371-6838 vpatel@littlerock.gov	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	New York - NY	All IT products and services	$8-$32.3M	$ 567,127,119.76	*
Not Required	Government	Louisiana - LA	All IT products and services	$4-$9.2M	$ 216,861,697.19	*
Not Required	Government	Missouri - MO	All IT products and services	$3-$17M	$ 152,833,261.14	*
Not Required	Government	Oregon - OR	All IT products and services	$12-$10.2M	$ 76,774,805.93	*
Not Required	Education	New Jersey - NJ	All IT products and services	$4-$1.5M	$ 36,539,525.56	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SHI possesses not only the necessary capabilities but also the needed enthusiasm to cater to the needs of Sourcewell members from across the U.S. and Canada. Our ethos at SHI grows from our team members and they remain our greatest asset. Our sales force provides exceptional customer service and support to Sourcewell members. To remain successful for Sourcewell members, we will stay flexible in our approach and will engage with each member on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our sales structure. In terms of organization, we have retained a small business feel to remain agile for our customers. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers. Our Team Structure With a desire to meet the unique needs of our various public sector customers, we have structured our public sector business unit into four divisions, including: • Federal • State and Local Government • Education • Healthcare Sales Leadership SHI recognizes the value and agility that comes from working closely with your selected partner. That's why, to best support our customers, we have split our public	

sector into regions. We have over 250 salespeople who are focused on government, education, and healthcare. SHI's Senior Public Sector Sales Vice President oversees four regional Vice Presidents (VPs)—education west and east, and government west and east, who directly manage the District Managers and Account Executives in their territory. This allows for more flexibility and faster decision-making, so SHI can provide Sourcewell's members with a small business feel.

Public Sector Field Team
The Public Sector Field team supports state and local government, K-12, higher education, federal, and public healthcare entities across the country. Customers in the public sector are supported by an Account Executive (AE), who lives and works in the territory, and a dedicated inside sales team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Our AEs are empowered to make decisions when it comes to customer support, and they have the autonomy to resolve issues as they arise. In addition, District Managers (DM) are engaged with the account teams to provide executive-level support and to meet with customers as needed.
Regular and transparent communication with customers helps us provide tailored support. AEs meet with the Sourcewell member contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide significant value in supporting members' initiatives and will engage the support teams as needed to help meet their goals and objectives. *

Public Sector Inside Team
Our Public Sector Inside team focuses on supporting the needs of smaller local government, K-12, and higher education institutions nationwide and offers personalized attention regardless of organizational size. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Based at our global headquarters in Somerset, New Jersey, the Public Sector Inside team supports customers' needs from start to finish.

Canadian Public Sector Sales
With over 20 years of experience in the Canadian marketplace, SHI maintains several offices and a team of 20 people including directors, managers, field sellers, and sales support including field service executives who provide pre-sales support, solution architecting, and engineering across SHI's full portfolio.
Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is comprised of one District Sales Manager with over 35 years of experience in the Public Sector, three Field Account Executives with up to 24 years of experience and one Business Development Manager with over 10 years of experience in Public Sector. This team is backed by Inside Account Managers who support day-to-day quote requests, returns, and general inquiries. We provide a comprehensive customer support plan to ensure we meet each members' needs as part of our presence in Canada.

We also have six Inside Account Executives who are phone-based sellers covering Canada to augment the field sellers.

And our Canadian presence is growing! We continue to look to expand our field sales presence in the Public Sector in the coming months.

27	Dealer network or other distribution methods.	To support Sourcewell members' need for reliable stock, we have an abundant and broad community of distributors and partners. We work loyally to maintain relationships with both our large IT distributors (Ingram Micro and TD SYNNEX) as well as smaller, local distributors and manufacturers directly. Regardless of where we source products, SHI always looks for opportunities to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams review our distributors' stock to source products from the supplier with inventory in the closest proximity to the customer, at the lowest price. Most products are delivered within three to five business days of order placement. We have sourcing specialists on our procurement team who monitor purchase orders with our partner and distributor community to ensure that no savings have been missed. In many instances, our sourcing specialists can aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost. SHI also maintains two integration centers/warehouses in Piscataway, NJ, which can securely store the Members' inventory for configuration and integration services. The combination of our warehouse/integration centers, as well as our relationships with our major distributors, allow us to provide efficient product delivery across the country. SHI's distribution model reduces time to market and decreases the overhead costs of maintaining additional warehouses, subsequently allowing us to offer our customers an aggressive pricing model. Our major distribution centers are located strategically in: • Fontana, CA • Los Angeles, CA • Ontario, CA • Miami, FL • Atlanta, GA • Suwanee, GA • Chicago, IL • South Bend, IN • Swedesboro, NJ • Jonestown, PA • Memphis, TN • Dallas, TX • Fort Worth, TX SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off this pricing.

28	Service force.	To anticipate the needs of our clients, we proactively invest in solution-based resources and capabilities that help our customers achieve their digital transformation goals. For example, we are adding practices around IOT and data analytics/machine learning. The requirements for effective IT have transformed. In response to this shift, and working from our customer-centered foundation, SHI developed solution-based support teams. These teams have common goals to identify a customer's needs, help them acquire the right technology, and facilitate the adoption of that technology in the customer's environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are prepared to meet all Sourcewell members' IT needs. Our services and support resources include: • Field Solutions Engineers: SHI employs a team of solution engineers with more technical expertise to collaborate directly with AEs and be the first point of contact for more in-depth technical discussions. • Advanced Solutions Group (ASG): This group has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions in synchrony with other support teams. They aim to help customers execute their mission and educate end users by getting the right technology to the right people at the right time. These teams are organized into the solution practice groups below: • End-User/UCC • Cloud Design, Adoption, Optimization and Management • Data Center Technologies – Server/Storage/Backup • Networking – Core, Edge, and Transport • Security Solutions • SHI Training: SHI's training team provides on-site, online, or on-demand technical, end-user, and professional development training, complementing our other services seamlessly. We offer the skills and knowledge our customers need to improve their adoption and consumption of technology and increase their return on investment. SHI offers full-service training to meet technology's growing demands. • Software and Hardware Partner Support Organizations: SHI has the largest team of hardware, software, and licensing specialists in the industry. Our award-winning team of licensing specialists has the expertise to manage the varied features of the publisher licensing programs and are available to help customers select licensing programs, execute agreements, and support the agreement lifecycle. SHI also has dedicated teams that support over 100 strategic and emerging technology partners to assist in evaluating hardware features, sourcing, and obtaining demos. Leveraging the expertise of our established, esteemed, and highly certified service and support teams, SHI aims to continue being a trusted advisor to your members. With our proven 'Select, Deploy, Manage' methodology, we pledge to maintain harmonious collaboration with Sourcewell members. We will oversee each project from inception through successful implementation to completion, identifying potential cost savings at every phase of the project lifecycle and continuing our ongoing contract. Professional Services Delivery SHI provides services in one of three ways: 1. SHI Delivered Services – our internal delivery resources are based in NJ and across the country. This team is comprised of over 600 technical experts who collectively hold 3,000 certifications for various products and solutions. 2. Partner Delivered Services – SHI can resell partner services. In this case, we rely on employees of that partner or contractors of that partner. 3. Service Partner Network – SHI maintains an Elite Partner network of service providers across the U.S. and Canada. These partners are vetted and managed carefully by SHI to ensure customer satisfaction and success. Currently, our Elite Network is comprised of 50 partners. Furthermore, we also collaborate with external Service Partners at a customer's request. Often, our customers have established relationships with local partners, and in these cases, SHI will eagerly join with that partner to provide services on contract. Our capability for services is extensive, and with resources across the country and Canada, SHI facilitates services in almost every IT Solution area.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	SHI International Corp., SHI Canada, and SHI Government Solutions will be responsible for handling all orders submitted by Sourcewell members. SHI also reserves the right to add additional fulfilment partners upon award of a contract in conjunction with Sourcewell member needs. SHI accepts orders via Purchase Order (PO) submitted via email or fax, phone orders may be placed with credit cards and orders can also be processed through shi.com by shopping directly through the catalog or completing a purchase by having an SHI quote published to your specific account. The web catalog will include all products available under the scope of the contract allowing members to acquire the most current products for their needs. Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure it is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the order is placed within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price. Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgment email and can include all information required by the customer. Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate distributor or manufacturer. The orders are sent electronically and confirmed, and all orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point, we will reach out to the end user to discuss options. Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can reach out to their sales team, and they will work with our Accounting Department to resolve it. SHI can accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We will accommodate changes at any time. Invoices will be sent only after the products have been delivered. SHI has also worked with Sourcewell to set up a store on the new Buy Sourcewell online platform with punchout options for your members. This is yet another purchasing avenue for Sourcewell members.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. Customers are supported by a dedicated AE and a dedicated inside sales team. Field territories are structured vertically and geographically. Each AE is supported by a team of IAMs who maintain direct relationships with the customers. SHI's AEs are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our AEs ensure customer satisfaction, SHI can provide high-quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI regional directors are engaged with the account teams to provide executive-level support and to meet with customers as needed. SHI recognizes that effective communication is the cornerstone of customer service. Our dedicated account teams are committed to fully support their customers with accessible, courteous, responsive, and seamless customer service. Below we outline our standard procedures and response times: • Call answered in a timely manner: Sourcewell's calls are directed to your dedicated IAM. In the case your dedicated IAM is helping another customer, calls are directed to voicemail. If the customer has an urgent request, they can escalate their request to the inside sales team manager or AE for immediate assistance. • Email and voicemail response: All emails and voicemails are answered or returned within two to four business hours. • Quotes Turnaround: Quotes from the customer's standard catalog are fulfilled within eight business hours. For quotes requested for items which are third-party source/weird ware items, the IAMs reply to customer requests within two to four hours, confirming receipt of request and relaying to the customer they are working on their request and notifying them of additional time the request may take because of external factors—such as awaiting vendor response or additional required information from the customer. • Process orders within 24 hours of receipt (unless additional information is required). • Order entry accuracy: SHI accurately enters purchase orders into the system 98 percent of the time based on monthly data. • Provide daily updates on any pending requests. • DOA Devices: If an item is DOA, SHI works with the OEM to provide a working product within the OEM's DOA policies. • Order received to product shipment: The total turnaround from order receipt to shipment for 90 percent of all standard orders is 15 days. Should we expect a delay because of large quantity, complexity, product constraint, etc., SHI communicates the expected timeline with the end user who placed the order and follows up consistently until the product is delivered.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Aiming to best support the needs of over 50,000 members, Sourcewell seeks partnerships that deeply understand and are dedicated to serving these diverse groups. Members span various sectors, including state and local government, tribal government, public and private K-12 and Higher Education, public healthcare, and non-profit organizations. Each industry has unique IT needs, requiring an experienced and resourceful solutions provider. With its comprehensive capabilities and dedication, SHI stands ready and eager to serve each of these sectors by providing tailored IT solutions and consistent support. As the incumbent and current partner to Sourcewell and its members, SHI is passionate about this contract and is committed to developing impactful current and future IT solutions for each member. To achieve this, we will deliver the following: • A dedicated Capture and Business Development Manager who focuses on championing this contract internally with our SHI sales teams, joining calls with customers to answer questions about the contract, and connecting resources internally and with Sourcewell as needed. • Knowledgeable staff who have worked with Sourcewell and its members and understand the challenges you face, enabling you to facilitate a better buying vehicle for your members. • A global solutions provider with experience in the public sector who can accommodate a nationwide demand for products and services. • A dedicated partner who can provide consistent, comprehensive solutions, providing high quality, cost effectiveness, and reduction of risk. • A complete catalog of products and services with competitive pricing that supports members no matter where they are in their IT journey. With a dedicated team of sales, technical advisors, and contract specialists available to assist members throughout the nation, SHI is well positioned to be your value-added partner—supporting Sourcewell's vision "to empower community success." SHI is excited about the opportunity to continue working with Sourcewell and your members. Our current contract has been a huge success because of our ability to offer thousands of OEM's and hundreds of different service offerings to your members. Upon award SHI will continue providing the entire breadth of our catalog to your members across the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SHI will enthusiastically provide products and services to Sourcewell members in Canada. Our Canadian Public Sector team supports Federal, Provincial, Municipal, Healthcare, Education, Agencies, Boards and Commissions. This sales team is detailed more in response to question number 26. Working with the sales team, we have three in-country field solution engineers – one focuses on UCC, one on Data Center, and the other on Security. SHI currently employs four Microsoft Licensing Executives and one Cisco business development representative dedicated specifically to Canada. Our Canadian team uses partners where possible that are vetted through our services team to ensure they have the requisite capabilities to deliver tangible business outcomes to our customers. Our primary partnership is with Zanaris (https://www.zanaris.com/) and we are also developing a partnership with Jolera (https://www.jolera.com/). Beyond that, we will leverage our internal teams to deliver services like cloud cost optimization, architecture reviews, and rapid server migration. We also have a broad network of Canadian distribution partners from whom we source products including Ingram Canada, TD SYNNEX Canada, D&H Canada Climb Channel Solutions Canada, and Dell Canada Inc.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SHI will fully serve and actively promote an awarded contract to all eligible members. With over 250 sales team members supporting across the US, including Hawaii and Alaska, SHI is positioned to serve all geographic areas of Sourcewell's proposed contract. Our mission is to instill a comprehensive understanding of the contract, terms, and conditions among our AEs in every region. This knowledge base will equip them with the ability to provide unparalleled support to Sourcewell members. SHI is poised to provide extensive training to educate your members across all geographic areas of a new contract.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We commit to actively marketing and endorsing this contract, ensuring we increase visibility to all Sourcewell members without exception. We will serve all Sourcewell participating entities that our sales teams support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SHI does not have any contract restrictions for members in Hawaii, Alaska, or the US Territories. In fact, we have an Account Executive who lives in Alaska, Marla Thompson, who supports government customers. Pete Kim, who lives in California, is the field government Account Executive for Hawaii. All education customers in Alaska and Hawaii are supported by our Public Sector Inside Account Executives.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We are thrilled by the opportunity to continue to promote and market our Sourcewell partnership. We know the vital importance of marketing contracts and reaching all eligible Sourcewell members, and we will apply our tangible, demonstrated experience supporting the unique requirements of procurement organizations to marketing and promoting this contract. Throughout our current contract, we have worked diligently to market the Sourcewell contract both internally and externally. The Sourcewell Capture & Business Development Manager, Tory Pubylski, recorded and posted several internal trainings for all sales teams selling on the Sourcewell contract and even recorded a sequence of video trainings with our Supplier Development Administrator in the Sourcewell studios as quick, digestible nuggets telling sales from both the Sourcewell and SHI perspectives how to market and explain the value of the Sourcewell Cooperative contract to customers. These short on-demand trainings covered the who, what, why, and when to break down the talk tracks that are helpful to sales and potential Sourcewell customers alike. Additionally, we had several sales teams attend Sourcewell in-person trainings across the country and our Supplier Development Administrator provided a series of regional webinars with our support to get the right attendees. During the term of the current contract, we also expanded our marketing team devoted to Public Sector. This team, led by our Director of Growth Marketing Programs, Rob Fass, has taken an innovative approach to expanding initiatives that are focused on public sector customers and the real IT obstacles they face. Through purposeful customer-directed emails about solutions specific to our customer base, social media and supporting our customer-facing events, this team is critical to our support of our customers. Our dedicated Contract Capture and Strategy team will join forces with the Public Sector leadership team and our Public Sector Marketing team, to create and execute our marketing plan. Upon award, we will execute the following steps to begin marketing the new contract: • Create contract announcement materials for electronic distribution to customers via email, on SHI.com, and the SHI Resource HUB blog, posts on LinkedIn and other social media. • Create co-branded marketing outlining the features of the new contract. • Design a dedicated website on shi.com including the Sourcewell awarded vendor logo, a copy of contract documents, a summary of products and pricing, marketing materials, a link to Sourcewell's website, and all relevant contact information. (to see the current page visit: https://go.info.shi.com/Sourcewell-Contract-Page.html) • Create internal sales training for new contract compliance, pricing, terms, etc. We will also welcome any opportunity to work with Sourcewell and AASA on advertise at their events or in their newsletters. SHI participates in hundreds of trade shows, conferences, and meetings across the country. Sourcewell has our commitment to participate at specified shows as well as additional opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside Sourcewell suppliers. We are happy to assist Sourcewell in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance. We also provide seminars and workshops to our public sector customers across the country and are eager to have Sourcewell members attend. Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Our most recent event was the Sustainability Summit. Centering the conversation around sustainability, the event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's proactive role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain. Sourcewell members are welcome to attend these at no additional charge. Custom Events – The SHI Roadshow series of events was new this last year for SHI! We completed two traveling shows focused on Cybersecurity and Infrastructure in the Spring of 2023 at large event spaces around the country with solution partners and special guest speakers. These events were a roaring success, and we hope to see new headlines for these events again in 2024! We include sample marketing materials as part of the supplemental attachments in the response portal and will remain flexible and open to collaboration with Sourcewell upon an award. We provide more detail on our digital marketing media in response to question 37 below.
37	Describe your use of technology and	The digital age has profoundly changed the way we communicate by making it easier and

	digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	more instantaneous, but it has also created a flood of information which makes it that much more difficult for our customers to find trustworthy news sources for their technology information. So much content vies for our limited attention, between smartphones, messaging apps, email, and social media, we can connect and communicate with others from practically anywhere at any time. SHI provides a haven for customers to find reliable and relevant information about the latest trends, or threats, to their IT through the following digital mediums. Webinar Series Sourcewell and its members can access our regular schedule of webinars and workshops covering a variety of topics relevant to today's public sector customer – from grants and funding to modernizing your network and streamlining multivendor support for IT purchases - our finger is on the pulse of the real challenges facing our customers. Please check out our website for upcoming events and on-demand recordings: https://www.publicsector.shidirect.com/about/events SHI Resource Hub The SHI Resource HUB is home to eBooks and short news articles to keep our customers updated on the latest changes and trends impacting the IT industry. Displaying short news and informational articles, the HUB keeps our customers up to date on our services and support as well as on emerging trends in technology. Written by SHI's subject matter experts (SMEs) who leverage their knowledge and insight to speak to SHI's broad customer base, SHI is committed to keeping our customers informed. Customers can browse by IT category, recent articles, or popular posts. Please visit the SHI HUB website (blog.shi.com) for on-demand articles, eBooks, and podcasts. Social Media In addition to the SHI Resource Hub, SHI is active on social media applications and has dedicated public sector pages to help keep our public sector customers informed. Customers can get up-to-date information on demand by following SHI on X, LinkedIn, Instagram, Advocacy, and YouTube. Upon award of a new contract with Sourcewell, we will create an announcement for LinkedIn for SHI to share with customers and our partner community. We also have podcasts- "We've Got Your Mac" and "Innovation Heroes" are available wherever you listen to podcasts! You can also listen to them by visiting our SHI Resource HUB at blog.shi.com. SHI Sponsorships In addition to our digital marketing via the web and social media directly informing business and IT leaders of the products, services, and solutions we offer, SHI enhances our brand visibility through multi-year partnerships with select college and professional sports associations and brand ambassadors. In the past twelve months, SHI's brand ambassadors and sponsorships alone have generated over thirty billion brand impressions across: • Television and radio • Earned media • Website and e-mailings • Advertising and supporting collateral • Hospitality • Onsite signage Many of these impressions come from SHI's partnership with the Rutgers University Athletic Department. Playing in the NCAA's prestigious (and national) Big Ten conference, the Scarlet Knights football team, and men's and women's lacrosse teams all play in the 52,000-seat SHI Stadium, located five miles from SHI's World Headquarters. With over five hundred of SHI's 2,000 New Jersey-based employees being Rutgers graduates, the alliance between Rutgers and SHI is long-lasting, making this partnership much more than just a marketing sponsorship. As the largest minority woman-owned business in the United States, SHI is proud to be represented by Ladies Professional Golf Association's (LPGA) golfers Allisen Corpuz and Annie Park, and the US Women's National Team/NC Courage Goalkeeper Casey Murphy, who serve as SHI brand ambassadors. All three professional female athletes are also small business owners. SHI's logo appears regularly across the LPGA's digital marketing platforms and onsite event branding and was most visible when Allisen won the first-ever U.S. Women's Open played at Pebble Beach. Allisen's position in the final pairings ensured the SHI logo on her shirt was proudly visible to a live national TV audience for the entire weekend tournament. When she is not busy representing the United States in the World Cup in 2023 (and likely the Paris Summer Olympics in 2024), USWNT goalkeeper Casey Murphy is the face	*

		of SHI's cybersecurity practice. By partnering with Murphy in support of her Casey Murphy Goalkeeper Academies, SHI is able to help Casey inspire young soccer players to take ownership of their own development and build confidence through hands-on instruction from Casey and her crew of teammates and coaches. E-Newsletters SHI creates various informative, monthly newsletters containing information regarding important contract dates, product releases or changes, Q&A, and upcoming events. Thousands of our customers currently receive these newsletters, and we will continue to make them available as a subscription to anyone who is interested. SHI also creates hundreds of marketing texts for our major manufacturer partners and SHI core services offerings, which are shared with customers through in-person meetings, trade shows, and email.	
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SHI has first-hand experience with the tremendous value that Sourcewell brings to its contract partners. We are thrilled to continue building on our relationship with Sourcewell under a new contract award. We view Sourcewell's role in the promotion of the contract to include: • A dedicated SHI contract landing page on Sourcewell's website. • Continued partnership in creating training for our sales teams. • Regular and open communication with SHI on our performance and ongoings at Sourcewell. • A dedicated Supplier Development Administrator we can contact for questions and assistance. • Collaborative marketing efforts. • Sharing in-person Sourcewell training information so our sales teams can participate. Sourcewell is already a well-known entity within the public sector sales team at SHI. We commit to actively marketing and endorsing this contract, educating our Account Executives on the specifics of this contract with an aim to increase visibility to all Sourcewell members. Our continued concentrated efforts and unparalleled dedication to Sourcewell's will be evident.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SHI.com, SHI's procurement platform, provides an efficient and intuitive way to access and procure a customized catalog of products, and its business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information, enabling Sourcewell members to find and compare products, to view key metrics (like frequently viewed products and contract or standard items), and to simplify purchasing. With thousands of manufacturers represented, product catalogs are fully customized to reflect contracted pricing available through SHI, as well as special pricing programs for which members are eligible, such as licensing programs or other volume programs. SHI's open architecture systems allow us to integrate with virtually any eCommerce platform through market leaders or a proprietary solution. The most common applications we support include Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle. In general, SHI supports systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. In addition, we support the following Punch-out types: • Ariba • Basware/Verian ProcureIT • Birchstreet Systems • Coupa / Coupa Advantage • DSSI • ePlus Procure+ • GEP • GHX (Global Healthcare Exchange) • Hubwoo • IDS • IOS Corp • iPayables • Ivanti • Jaggaer (formerly SciQuest) • Lawson • Oracle / Oracle Supplier Network • Payback • PeopleSoft Direct Connect • Perfect Commerce • Periscope • Procurement Partners • Quoteworks • ReactorNet • Remedy • SAP OCI Roundtrip • ServiceNow • SPS Commerce • Supplier Solutions • Transcepta • True Commerce • Tungsten • Unimarket • Valua • WorkDay • Yardi • Zycus Our e-commerce specialists can provide training to Sourcewell members authorized to access their customized site, and we will schedule trainings based on the customer's level of access to the site, collaborating with individual members to determine a program and schedule that works best for their purchasing environment. Some of the most remarkable ways in which governmental and educational customers have used –and benefitted from – our eProcurement system is through our software procurement consulting services, our license tracking and reporting capabilities, and our robust Software Asset Management (SAM) tools. Our tracking abilities relieve our customers of the burden of managing their purchases. We understand that without the processes and checks and balances that we have in place, the opportunity for error in tracking license purchases is tremendous. SHI's license tracking system and workflow are automated to enforce purchasing rules and minimize errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training	SHI offers training and adoption services, including professional development training, to help our customers maximize the value of their technology investments. Our Training and	

	programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Adoption team takes a holistic training approach, ensuring both IT staff and end users are accounted for. While all steps may not be necessary for each customer scenario, a full training project would typically encompass the following components: • Identify current state and future state requirements with key stakeholders. • Identify change management and communication strategy. • Define the use case. • Identify locations and languages. • Assess gaps and needs for IT and end-users. • Develop scope. • Customize content. • Align training with the deployment schedule. • Launch training pilot. • Live instructor-led training • Power-user training • OnDemand eLearning portal • Application deep dive training • Deskside training support • VIP one-on-one training End-User Training SHI has a multitude of options to meet our customers' training needs. Our certified instructors are enthusiastic about bringing real-world experience to the customer's learning environment. Curriculums may be standard or tailored to the agency, department, or job role to yield a higher return on investment. Customizations can include utilizing the customer's environment, business processes, local language and more. We offer training on-site, online, on-demand, or a blend of these options. Some of our most popular offerings for end-user training are: • M365 • Windows 10/11 • Microsoft Teams • Microsoft Core Apps • WebEx • Google Apps • Security Awareness Technical Training With our manufacturer-certified experts, customers can access dozens of custom on-site, online, and on-demand technical training courses geared toward our customers' organizational programs and software needs. We can support technical training for a variety of manufacturers, which include, but is not limited to: • Amazon • Cisco • Google • Microsoft • VMware • Palo Alto • Meraki • Nutanix • Veeam Professional Development for Business In today's competitive environment for hiring and maintaining quality employees, comprehensive and sound professional development is a necessity. SHI offers dozens of on-site, online, and on-demand professional development classes help employees grow and perform at their best. Topics include, but are not limited to: • Business Analysis • Communication • Leadership • Project Management • Agile • ITIL Professional Development for Educators SHI offers Professional Development for Educators. Our professional learning teams offer trainings on-site, online or on-demand through a subscription model on topics that include, but are not limited to: • Software training for IT staff, faculty, and staff • Hybrid teaching methods • Blended learning • STEM • STEAM • Esports • Pedagogy • SEL (Social and Emotional Learning) • Accelerated Learning Recovery • DEI (Diversity, Equity, and Inclusion)	*	

		• First-Year Teacher Bundle Custom eLearning Development SHI works with customers to develop custom, powerful, engaging, learner-focused eLearning courses and curriculum that meet training goals and deliver measurable results. Our custom development includes, but is not limited to: • Standard eLearning course(s) • An entire eLearning curriculum • Micro Learning • Gamified eLearning Please feel free to explore more details and options at https://www.shi.com/solutions/training	
41	Describe any technological advances that your proposed products or services offer.	Our team of experts offer various technological services that can help enhance and advance the use of technology for members. This could range from optimizing existing systems to implementing new, advanced technologies, providing consulting services, or even offering training programs like security awareness training. Articulated below are just a few offerings: Customer Innovation Center (CIC) SHI helps with the technical evaluation of products to empower you to make the best choices and scope each project appropriately. Evaluation may include full proof of concepts or simply obtaining evaluation units. You can test and compare IT solutions in our Customer Innovation Center (CIC) before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the technologies in the SHI CIC follow, ensuring that we always have the products and relevant technologies that our customers are interested in. The CIC can provide on-demand and remote access to the kinds of technical advisory and real-world wisdom that you are looking for. Our goal is to help you identify, adopt, and implement the right technology investments quickly, with lower costs and risks. Now you can experience everything the CIC has to offer from wherever you are by virtue of an interactive virtual tour! How to use the Virtual Tour: Click here for a quick tutorial about the tools and features of the virtual tour so you can get the most from your experience. SHI Complete The SHI Complete service provides customers with a turnkey solution for modernizing their IT Infrastructure, enabling a remote workforce, enforcing security best practices, and leveraging SHI's Managed Service capabilities to centralize IT Service and Support. SHI Complete can ensure you have the right IT operating model and a strong governance plan around security, services, and management that is structured to meet your business goals. Combining a curated stack of integrated technologies across device management, security, networking, collaboration, and cloud platforms, SHI Complete helps customers establish a secure, resilient, and scalable IT foundation. Onboarding Service SHI Complete employs a personalized approach with respect to managed services to ensure our customers obtain the solution that best fits their business needs and primes them for growth in a Cloud First technology ecosystem. The onboarding services component of our solution includes: • Assessment of the customer IT ecosystem and IT business objectives. • Site Surveys of physical locations, network mapping, and application use cases, as needed. • Creation of a Zero Touch device deployment capability. • Development of the IT modernization strategy and customer onboarding plan. • Design of the Managed Network Services and cloud environments on client premises. When onboarding is complete, SHI's technical account managers, project managers, and certified engineers use this plan to implement and migrate customers to the new SHI Complete managed IT environment with ongoing support and knowledge transfer throughout the processes and procedures. Managed Services Managed services are the foundation of the SHI Complete solution. Customer subscription to the SHI Complete service provides many benefits that are core to the customer's success, including: • Designated technical account manager assigned to your organization. • Access to our SHI One customer portal for reporting and service requests. • Net payment terms provided (upon credit approval) through SHI. • IT service desk support for users and devices. • Client user onboarding/offboarding and IT asset reclamation. • Cloud application management and support.	*

		• On-site and cloud network service management. • Security management and best practices. • Access to a wide array of optional fee-based public cloud professionals and managed services. • Escalations to SHI subject matter experts (SMEs) through SHI's world-class service desk support team. SHI will collect and track feedback from customers during regularly scheduled meetings as well as through end-user feedback. Taking this information, SHI will make modifications to its contracted services where possible to further improve service quality over the life of the contract. SHI One Management Platform The SHI One Management Platform is a portal for customers to manage both cloud and IT services purchased through SHI. Customers have a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support and more time on strategic initiatives to drive their business forward. With this portal, customers can manage their cloud platforms (Azure, AWS, GCP). They can easily view the state of their IT landscape and streamline their cloud environment management. Customers have access to support cloud cost, usage, billing, invoicing, and consumption of support cloud accounts. Leading Industry Technologies SHI maintains an ongoing dialogue with industry authorities such as Gartner and IDC through quarterly meetings, ensuring we stay current on the latest and best technologies. We have established strong partnerships with each OEM, allowing us to introduce new products as soon as they become available. This gives members the unique opportunity to pre-order new products yet to be released through SHI, ensuring they receive them as soon as they hit the market. Our devoted solutions team and product specialists stay up to date with the latest technologies and will promptly notify members about the newest products available. The expertise of SHI's OEM support teams, technical resources, and strong relationships with manufacturers are leveraged to guide members as they explore emerging technologies and innovative new solutions.	

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	SHI is dedicated to environmental sustainability and recognizes its role in affecting the environment. We continually strive to minimize any negative impact from our operations while ensuring the safety and well-being of our staff. Our business strategy heavily emphasizes environmental preservation and the promotion of a sustainable future. By implementing eco-friendly initiatives, both internally and with our partners, we aim to reduce yearly technology waste and contribute more significantly to a greener planet. In 2023, we pledged to the Science Based Targets initiative (SBTi) to reach our corporate Net Zero Emission goal by 2050. At SHI, we believe that sustainable operations and exceptional customer service are intrinsically linked. Through close collaboration with our partners, we strive to excel in both areas. We work with our partners to create and implement environmentally responsible solutions. As a prominent player in the IT industry, we actively participate in partner programs and initiatives, providing input and helping shape future sustainability strategies to guide the industry towards more responsible practices. This cooperative approach guarantees that we focus on not only our own growth but also the success of our partners. Through these efforts, SHI assists our customers' Environmental Social Governance (ESG) initiatives by aligning with sustainable solutions such as IT asset disposition (asset recovery and disposal, E-waste recycling, hardware redeployment and remarketing), IT asset management, green financing, and using cloud and data center solutions to lessen carbon emissions from physical IT infrastructure. SHI is committed to sustainability at corporate, cultural, and policy levels and holds itself accountable for being initiative-taking and solution-oriented to promote sustainable long-term growth. By setting and implementing global environmental policies, management systems, and key performance metrics, SHI consistently integrates and promotes environmental stewardship across its global business groups, ensuring consistency and innovative environmental thinking. Our commitments include: • Setting targets and action plans to support our United Nations Global Compact (SDG 13 Climate Action) and SBTi commitment, and continually refining our practices. • Preferring partners who have implemented sustainable and ethical practices within their organizations and influence such practices in their supply chains. • Enhancing our sustainable procurement team's support, which concentrates on supporting diverse and minority suppliers. SHI seeks to be energy efficient utilizing these methods: • Monitor power consumption. • Disclose to the Carbon Disclosure Project (CDP) and EcoVadis annually. • Utilizing advanced energy-saving systems such as: o High-efficiency HVAC equipment o Energy Star equipment/appliances o Energy recovery from building relief/exhaust air, demand control ventilation sequences for energy savings on ventilation (Austin). o Automatic lighting controls and LED lighting throughout (Austin). o Occupancy sensor control of lighting fixtures. o Water-efficient and low-flow plumbing. o Solar panels and electric vehicle charging stations. • SHI has EV charging stations located at our global headquarters, Ridge Integration Center in New Jersey, and our Austin Regional Headquarters in Texas • LEED Gold Certified • Austin Regional Headquarters – Building Design and Construction (2021) • Global Headquarters - Commercial Interiors (2013) To support our goals and reduce power consumption, SHI made significant green investments in our facilities by installing solar panels. Today, over 7,000 solar panels are installed at four SHI-owned facilities, including our global headquarters and Integration Center in New Jersey, and our Austin Regional Headquarters in Texas. The addition of solar panels has helped SHI avoid 5,287,000 pounds of carbon dioxide since the system's installation and avoided 13,771 lb. of sulfur dioxide and 5,425 lb. of nitrogen dioxide since installation. With sustainability and ESG at the forefront of current initiatives, we hosted the SHI Sustainability Summit event this summer at our headquarters location in NJ. The event reflected a heightened awareness of the importance of sustainability in the IT landscape and demonstrated SHI's forward-looking role in driving positive change within the industry. We emphasized how SHI can assist in improving the sustainability of customers' IT operations and how to make IT sustainability a critical part of their supply chain.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As a reseller, SHI does not receive labels specifically for products; however SHI will be happy to work with Sourcewell and product manufacturers to identify any specific eco-labels on products Sourcewell members wish to purchase.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We are the largest privately Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and our certification as an MWBE offers a critical value-add to customers whose strategic business objectives include supplier diversity and development. In addition, SHI's Diversity Business Development Initiative builds and sustains a community of diverse suppliers and partners who best serve the needs of our customers. As a large MWBE, we continue to grow an effective Direct and Indirect Tier II program by accessing our Diversity Vendor database and using certified minority vendors in all diversity categories which includes, MBE, WBE, M/WBE, LGBT, SBE, SDB, HUBZONE, DVBE, VBE, and WOSB. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet product requirements and operational needs. SHI Certifications WBE • WBENC MBE • NMSDC - Corporate Plus Member • NMBC - National Minority Business Council • CAMSC (Canada) MWBE • Supplier Clearing House (California Public Utilities Commission) SHI also has MWBE certifications with the following state governments: • Delaware • Massachusetts • Missouri • New Jersey • New York City • North Carolina (HUB) • City of Philadelphia (PA) • Prince George County (MD) • Tennessee • Virginia (SWaM) • Wisconsin SHI Government Solutions • State of Texas Certified HUB Vendor
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We understand that Sourcewell needs to identify a trusted partner based on how that partner's capabilities can best support your participating entities' IT needs. We believe we are uniquely qualified to continue supporting Sourcewell and its members due to several key factors: our standing history with supporting this contract, our breadth of offerings, and our ability to evolve with the ever-changing technology market. Our dedication to this contract sets us apart from our competitors. Victoria Pubylski, Sourcewell's dedicated Capture and Business Development Manager, has worked tirelessly alongside our Capture and Strategy team to support Sourcewell and its members. They are experts at supporting contracts, and have trained our Account Executives on this contract, proactively managed our Sourcewell relationship, and have grown this contract continuously year over year since our award in 2019. We have had tremendous success growing the value of our first awarded contract. We will continue our commitment to expanding the use of this contract and supporting Sourcewell members with the latest technology, cost savings, technical expertise, and compliant procurement. Complete IT Solutions Our ability to offer customers a tremendous range of options in choosing software, hardware, and other products is one of our greatest strengths. Our diverse partner ecosystem of 15,000+ unique publishers and manufacturers gives us a vendor-neutral approach to help customers find the right technology solution. We provide custom technology solutions for every aspect of your members' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Compared to our competitors, we also have the distinct ability to onboard boutique vendors for end-user longtail products. Many of our competitors are only able to onboard certain, larger partners, whereas SHI can bring on smaller vendors that are uniquely qualified to meet the individual needs of our customers. We also offer a wide range of services and support directly or by leveraging our elite partner network's expertise. SHI seeks to build valued relationships with your members; aligning our focus with your mission and deliver innovative solutions that empower community success. Value Add Services SHI offers a wide range of value-added services to help our customers get the most value

out of their software spend. Many of these services are available to our customers at no cost, and for customers who wish to take advantage of enhanced service levels, we do offer fee-based services as well. Due to our breadth of service offerings, and our desire to evolve along with our customers' changing needs, this is not a comprehensive list, but rather a snapshot of available value-added services.

Software Expertise and Advice
Customers have a dedicated, experienced account team with access to a broad range of resources. We provide expertise and advice to help them make the right decisions to save money and achieve the best value for their software spend.

Technical Advisement
Customers can depend on a vendor-neutral approach to help them find the right technology and then access a tremendous range in choosing the ideal products and services for their unique needs.

Pre-Sales Licensing Support
Customers have SHI software licensing team support for their licensing needs. Pre-sales support helps ensure customers maximize the benefits of their volume license agreements. Throughout the contract term, we partner with our customers to track licenses, provide detailed reporting, and proactively assist with budgets, renewals, and compliance. We leverage the reporting and our PRO Renewal tool to help customers gain insights into their software purchases.

Contract Education
Software options can be complex and overwhelming, and available products and buying alternatives change frequently. SHI offers initial and ongoing training and communications to help customers use the contract effectively and make smart choices for their software spend. *

Negotiation Assistance
SHI's top-tier status with our publisher partners gives us a strong voice in the industry, and our extensive experience gives us keen insight into the range of available software options for customers across the country. We leverage these strengths to help our customers negotiate favorable pricing and terms.

Fine Print
SHI Fine Print is a contract management and indexing system that allows our customers to review a set of publicly available EULAs on our website. Fine Print organizes agreements by separating contract text into standardized clause types, identifies which terms apply to various products and use cases, and then organizes the data into an easy-to-find format.

Software Solutions Services
Our Solutions team helps customers identify the right software tools and technology, and then (if desired) executes the implementation of in-scope services to help accelerate their time to productivity and value. Depending on the scope of the implementation there may be fee-based services involved.

ITAM Services
To help customers manage the complex task of finding, tracking, and managing the hardware and software across their IT environment, SHI offers a range of highly cost-effective IT asset management services to help you weed out unwanted costs, while also improving utilization and governance. Depending on the scope of the implementation there may be fee-based services involved.

Training Services
Adoption of new technology does not happen automatically. There is a people component to change. SHI offers a range of customizable technical, end-user, and professional development training resources to equip users with the skills and information they need to drive increased adoption and employee satisfaction. Depending on the scope of the program, there may be fee-based services involved.

Financial Stability
As a privately owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI continues to invest in new infrastructure, most recently with a state-of-the-art data center integration center. As the technology market continues to evolve, we can evolve our capabilities and resources right alongside it.

We have also made significant investments in hiring more resources—the people with whom Sourcewell and its members engage. SHI Account Executives (AEs) support their clients locally from over thirty offices throughout the U.S. and Canada, and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

Our financial strength and stability are predicated on our staunch affiliations within our

		communities—our relationships with customers, partners, OEMs, and our own SHI colleagues. SHI's Strengths and Stability: • Agile and adaptive business management • Diverse, predictable revenue sources • Strong customer and vendor partnerships • Steady industry growth • Thirty-three consecutive years of growth • No long-term bank debt • Exemplary financials, low overhead structure SHI is uniquely qualified to support Sourcewell's mission to build valued relationships and innovative solutions with integrity and to exceed the expectations of its members. In fact, we share a similar vision and mission and strive with purpose and determination to provide exceptional value and experience as we help customers select, deploy, and manage their technology.	

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	SHI offers all available original manufacturer warranties. The OEM covers all hardware, parts, labor, and accidental damage. In addition to OEM warranties, SHI, offers third-party warranty services plans for most OEMs on a limited, approved basis. These warranty services plans cover all hardware, parts, labor, accidental damage protection and power surge for end user-related devices. For post-warranty data center related devices, third-party warranty services cover all hardware, parts, labor, and onsite travel expenses. Third-Party Disclaimer – By including the third-party warranty service contract, SHI, is only acting only as an authorized reseller in the third-party's provider route to market for its warranty service contracts. Customers will receive contracts that provided by the third-party provider, not SHI. The warranty service contracts will be entered into directly and only between the customer and third-party provider, and SHI will not be a party to those contracts.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	SHI offers all available original manufacturer warranties. Some OEM warranties will limit the number of claims, charge a deductible or limit coverage. SHI can provide additional detail on specific manufacturers as needed. Third-Party warranty services offer unlimited claims (during the contract term), no deductibles or hidden fees, and accidental damage protection against drops, spills, etc. Water submersion is not supported. These apply to end-user related devices. For post warranty data center hardware maintenance support, all hardware, parts, labor, and travel expenses are covered.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For OEM warranties, this will vary based on the warranty purchased and SHI can provide these details with specific OEM's. Third-Party warranty services offer various levels of service. If onsite repair is selected, this service covers all expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The standard OEM warranty would still apply to purchases made in Canada. If a customer has a warranty question on specific products SHI will help connect them to the OEM. Third-party warranty services for end-user devices are only supported within the US. Post-warranty services for data center related devices are supported globally.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty services from an OEM will not cover items from other manufacturers. Third-party warranty services are vendor agnostic and support most Tier 1 OEMs.	*

51	What are your proposed exchange and return programs and policies?	SHI's return policy is customer-centered—we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return. Occasionally, the product manufacturer has a "no returns" policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns. Our return process is simple: To request a return, first contact your dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer ships their return to SHI, and we process the return. In certain cases, to expedite a return, SHI will have the return product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns to expedite the process for the customer. Occasionally, software publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest—processing the Letter of Destruction directly with the software publisher. At any point, if customers encounter issues with their products, the SHI account team is accessible and eager to help. More information and details about SHI's Return policy can be found at https://www.shi.com/Terms/Return-Policy.	*

52	Describe any service contract options for the items included in your proposal.	SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information or assist in escalating with the OEM when necessary. In addition, SHI can provide third-party warranty options outside of what is available from the original manufacturer for a separate fee. We offer several options to support original manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. Third-party enterprise warranty services will extend the life of members' technology investments and keep their systems – and their business – running at peak performance. The benefits of Third-Party Enterprise Warranties include: • Coverage up to 5 years for net new end-user devices. • 24/7 technical support for post-warranty data center devices. • U.S.-based call center • Global support capabilities, data center related devices only. • 100% coverage for commercial use, parts, labor, and accidental damage; unlimited claims (during contract). • $0 deductible. In addition, SHI third-party warranty services provide comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides: • 100% coverage on parts and labor, normal wear and tear, and power surges. • "No Lemon" guarantee. • Replacement for products that are beyond repair. • No deductibles, hidden fees, or surprise charges. • Commercial use & Vendor Agnostic. Members' Third-Party Coverage can begin on the date of purchase or after the manufacturer warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Third-party warranty services alleviate multi-year budgeting constraints and deliver service when and where members need it! Included in Product Protection Services in basic triage and remote diagnosis, 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, third-party warranties protect against accidental damage, including drops, spills, and cracked screens. Finally, Third-party offers post-warranty and maintenance agreements for products that are still viable and in use! If members maintain equipment under a warranty that is about to expire - or already has expired – third-party post-warranty and maintenance agreements keep them covered. Third-party dedicated field engineers serve as an extension of the IT organization and deliver dependable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time. We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to a member's organization for post-warranty data center devices. Our service provider's Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America. In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support members' needs, no matter where the equipment is located.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	SHI provides comprehensive customer support when planning service engagements to ensure we meet each customer's needs. Given the variety of services SHI performs, different types of services may align with specific standards relating to the technology and requirements of the project. Where ISO or NIST guidelines are established, SHI will perform services in a manner that is compliant with or follows those protocols. As an example of one type of engagement, we have provided the standard guidelines followed for Quality Control (QC) by our warehouse integration center. When beginning an integration services project, we use templates to start the development of the workflow based upon information provided by the customer's onboarding information. These workflow templates are dynamic, and adjustments are made during the proof of concept, or first article build phase. The system engineers handle the technical aspect of the testing during the customer's first articles to ensure scripted processes and applications are functional. They then create an essential checklist of items to check for during the production phase. Next, the system quality control (QC) team performs in-depth testing of the process itself and creates detailed process documentation. The device is then physically shipped to the customer's location for in-person verification, or remote access to the device is provided for verification. Once the project is in production, SHI monitors and adjusts the project to scale as needed. Examples of how we've previously resolved issues include increased staffing, adding hardware resources, or reducing the total number of devices configured at one time. Work instructions start with our QC team working with the customer, internal project coordinators, system engineers, and technicians to develop thorough documentation that adheres to ISO 9001 standards. Documentation is stored on a private SharePoint document library with version control. If change and complexity management is needed, project coordinators at our facility work with sales teams, system engineers, QC teams, and technicians to address any changes. If the complexity goes beyond the expertise of these teams, other groups are engaged, both within SHI and third parties, as needed. The quality control process and tools vary by customer requirements, but in general, logs are collected from devices during the build process and stored on our servers. A scripted process to contain specific information from the devices can be developed if additional details are required. In addition, the QC team gathers requirements to create checklists or other methods of verification.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	SHI is committed to achieving excellence by providing our customers with superior world class customer support and innovative solutions. Finding the right balance for setting customer service goals is integral to improving the customer experience. As the primary point of contact for their customers, it is even more important that SHI's AEs are representatives suitably motivated by the right goals. As our mission statement says, "We are passionate about delivering exceptional value and experience as we help customers select, deploy and manage technology." As a value-added reseller, our AEs are measured, incentivized, and evaluated commensurate to organizational and performance KPIs). These performance KPIs are closely aligned to customer success. Objectives such as revenue growth, resources used, certifications earned, customer engagement, and customer review are all primary objectives of SHI's KPI/metrics structure. SHI communicates to our teams that the success of every account manager is holistically customer centric.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and we will accept Purchase Orders or credit cards.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Purchasing new hardware or software can be an expensive investment for even the most profitable organization. However, purchasing is not the only option: leasing and financing with SHI can be an excellent alternative to buying IT products. The leasing/financing process is relatively simple. Our pricing models include monthly, quarterly, or annual terms, and once all documents are approved and signed, SHI ships products directly to the customer. SHI's financial offerings include traditional and non-standard options for hardware leasing and software financing. Hardware Leasing SHI offers a traditional $1 buyout purchase option, and fair market value leases for hardware. We also offer a rental option. Other options include: • Return the equipment and start a new lease. • Extend the term of the lease. • Buyout the equipment for its fair market value. o Clients that do not want to have lease language in the contract or have the option to own the equipment use this structure. • $1 buyout, lessee owns equipment at the end of the term. • Fair market value leases have three end-of-term options. • Rental - Return the equipment at the end of the term or extend the term of the rental. The benefits to leasing hardware with SHI include: • Covers all equipment costs—no need to obtain additional financing elsewhere. • Frees up cash income-producing investments. • Sets fixed lease payments that are not subject to interest rate fluctuations. • Avoids technology obsolescence. • Reduces risks, as add-ons and replacements are fast and easy. • Reduces paperwork since the lessor handles all the invoices. • Reduces warranty and maintenance costs. • Matches the expense to the benefit. • Eliminates customer's need to plan for equipment disposal. • Simplifies budgeting with predictable payments. Software Financing SHI has a loan capability called an Installment Payment Agreement (IPA) which is available for transactions that are 100% soft cost. This option provides ownership at the end of the term for transactions that are software and services based. Non-Standard Options SHI offers non-standard leasing options such as 90-day deferrals and step up or down payment structures. SHI engages in discussions with your organization and works in good faith to accommodate non-standard terms or payment frequency.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SHI provides milestone notifications such as order confirmations, shipping notifications, and products on backorder. Quotes The specific details included in an SHI quote may vary depending on the products or services being offered, but generally the following information is included: • Quote Number: A unique identifier for the quote. • Customer Information: Details about the customer, including name, address, contact information, and the customer's SHI account number. • Product/Service Description: Detailed information about each product or service included in the quote. This could include product names, part numbers, descriptions, and quantities. • Pricing Information: The cost of each product or service and the total cost. This may also include details about any discounts or special pricing arrangements. • The Sourcewell contract number and member or participant ID number. • Terms and Conditions: Details about the terms and conditions of the sale, including payment terms, delivery timelines, warranties,	

and any other relevant information.
• Contact Information: The SHI sales representative's contact information in case the customer has any questions or needs further information.

Please note that this is a general guideline, and the specifics may vary based on the nature of the product or service being quoted.

Order Acknowledgements
The order acknowledgment provides the customer with confirmation that their order has been received and/or also processed.

During order entry, your Inside Account Manager can enter an email address for a representative(s) within the member entity who should receive order confirmation, up to an unlimited number. Within one hour of processing the order, SHI's servers will automatically send the order confirmation to the email addresses provided. Upon the customer's request, and with Publisher permission, SHI can include the License Key information for software installation on the Order Confirmation.

Advance Ship Notifications
SHI can send the purchaser an Advanced Shipment Notification email with tracking information. These notifications can be customized for a customer upon request.

Tracking Confirmation Notification
SHI's order management system is a complete order tracking and maintenance system. All the information your Inside Account Manager needs to provide the customer with tracking information resides on their desktops. Each day, SHI receives the tracking numbers for all products shipped from our distributors via EDI. These tracking numbers feed into the SHI Sales Orders and are ready for immediate access by your Inside Account Manager. In addition, SHI provides this tracking information to our customers through Your Home at SHI. Authorized customer employees can log onto our website to check order status and tracking data directly from the carriers.

SHI maintains all purchase history data in our order entry system. We can re-send tracking, license confirmations, invoices, or a sell-through report history to provide proof of purchase for a customer. In the event of a request to resend a license confirmation, a duplicate copy may be provided within four business hours of the customer's request.

Backorder Reports
Your Inside Account Managers (IAMs) are responsible for managing and monitoring your purchases and backorders. At the time of order placement, the IAM will check inventory and notify the customer if it is unavailable, with an ETA for the item to be back in stock. Your SHI Account Team will run a weekly backorder report to monitor the order status. The team will work with the Sourcing Specialist in Purchasing to check inventory through all sources to expedite shipment to the customer.

As the backorder status changes, the IAM will provide updates to the customer about the ETA. At any time before shipment, the customer has the option to leave the product on backorder, substitute a different product, or cancel the order with SHI. These reports can be customized upon request by a customer. No substitutions are shipped without prior written authorization from the customer.

EULA or SLA Documents
An End User License Agreement (EULA) is a legal contract between a software developer or vendor and the software user. This agreement lays out the rights and restrictions that apply to the use of the software and is agreed upon by the customer or end-user directly with the software publisher. *

Key elements of a EULA often include:
• License Grant: This specifies that the software is being licensed, not sold, to the user, meaning the user has the right to use the software but does not own it.
• Restrictions on Use: The EULA may limit how the user can

use the software. For instance, it may prohibit the user from modifying the software, using it for commercial purposes without a license, or sharing it with others.
- Intellectual Property Rights: The agreement usually states that the software developer or vendor retains all intellectual property rights in the software.
- Warranty and Liability: The EULA typically includes disclaimers of warranties, limitations on the developer's liability, and what happens if the software fails to perform as expected.
- Termination: This section explains under what circumstances the agreement can be terminated, and what happens when the license is terminated.
- Privacy Policy: The agreement may include information about how the software collects, uses, and protects the user's data.

The EULA is typically presented to the user for acceptance during the installation process of the software, and the use of the software is contingent on the user accepting the terms of the EULA.

A Service Level Agreement (SLA) is a contract between a service provider and a customer that specifies, in measurable terms, what services the provider will furnish. While the specifics can vary greatly, a typical SLA includes the following components:
- Scope of Services: This details the services to be provided, how they will be delivered, and the schedule for delivery.
- Performance Metrics: These are measurable aspects of the service such as response time, uptime, throughput, etc. They serve as standards against which service performance can be evaluated.
- Monitoring and Reporting: The SLA will detail how performance will be monitored, how often, and the type of reports that will be provided to the customer.
- Problem Management: This includes how issues will be handled, the expected response and resolution times, and the communication process for informing the customer about issues and their resolution.
- Responsibilities: The SLA should clearly define the responsibilities of both the service provider and the customer. This can include prerequisites the customer must meet for services to be effectively delivered.
- Penalties and Remedies: The agreement will specify what happens if the service levels are not achieved. This often includes financial penalties or service credits.
- Confidentiality and Security: This section outlines how the provider will protect the customer's data and ensure privacy.
- Termination Terms: This includes under what conditions the contract can be terminated, and what the process will be.

The specifics of an SLA will depend on the nature of the services being provided, the customer's requirements, and the service provider's capabilities.

Statements of Work
A Statement of Work (SOW) is a document that defines the scope and specifics of a project. It provides detailed information about the expectations, deliverables, and timelines for a specific engagement. Here are the key components typically included in a SOW:
- Project Overview: This provides a general summary of the project, its purpose, and objectives.
- Scope of Work: This outlines the specific tasks or services to be performed, often broken down into phases or milestones.
- Deliverables: This section lists the tangible outputs to be produced by the project, such as a completed piece of work, a report, or a physical product.
- Timeframe: The SOW will specify the start and end dates of the project, along with any important deadlines or milestones along the way.
- Standards and Criteria: This section describes the quality standards or benchmarks that the work should meet.
- Payment Terms: This includes details about the project's budget, payment schedules, and any relevant terms and conditions.
- Resources: This section provides information about any resources or materials that will be needed to complete the project.
- Responsibilities: This outlines the roles and responsibilities of all parties involved in the project.
- Assumptions and Constraints: This area describes any assumptions made during the planning phase and any constraints

		that could limit the project's execution. • Terms and Conditions: This includes any legal terms and conditions related to the project. We have provided samples of these documents in the attachments. Please note that EULA documents are provided directly by a software or cloud publisher and SLA agreements are provided directly by a manufacturer or partner providing services.	
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, SHI can accept Visa, Mastercard, and American Express. There is an additional fee to use a credit card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Full Catalog Pricing SHI is pleased to offer Sourcewell and its member agencies a discount off SHI Advertised List Price (AP) by product category. Please reference the pricing sheet attached to this response for the product groups and associated discounts off SHI Advertised List Price, which SHI is proposing. SHI Advertised List Price is a verifiable source, referenced 24/7/365 at SHI.com. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. The customer unit price shown is prior to any special shipping charges or credit card fees as those will be calculated at the time of order. Most products ship FOB destination or are delivered electronically without additional fees but where special freight is requested that will be calculated separately. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered whenever possible. SHI is pleased to offer a complete electronic catalog for Sourcewell and its member agencies. Professional Services In addition to product pricing, we provide professional technology services that can be priced via a Statement of Work (SOW) scoped specifically to the customer's requirements. These can be structured as hourly rate services or at a fixed price. SHI will work with the Sourcewell member to define the detailed scope of work, including the deliverables, timeline, expectations, and milestones payments. We establish rates for services on individual SOWs, with SHI project management fees added as applicable to ensure project success. Hourly Rate Services Hourly rates are established for various roles (e.g. project manager, business analyst, developer, etc.). These rates reflect the skill level and experience required to perform the work. Our professional services experts or partners will estimate the number of hours and skill levels of resources needed to complete the scope, factoring in time for meetings, planning, documentation, testing, rework, etc. Out-of-pocket expenses may also be charged to the member separately (e.g. travel costs). We generally establish our Service Rates on a per-service basis, determined collaboratively with customers based upon their needs, and - when relevant - with Service Partners. Fixed Price Services Fixed price means the total cost for the project is agreed upon upfront and does not change based on effort or time required. This provides cost predictability for the member and is scoped with the same factors that are considered for hourly rate services including	

		the expected timeline, scope, resources required, testing, etc., and outlines the payment schedule based on expected deliverables throughout the project. Pricing for professional technology services for a scope of work typically involves several factors: 1. Scope of Work: The scope of the project, i.e., what tasks are to be performed, the complexity of the work, the technologies involved, and the deliverables expected. This will determine the amount of time, resources, and expertise required. 2. Time and Effort: An estimate of how long the project will take and the amount of work that is involved. This could be based on the number of hours or days, the number of people required, or the number of tasks to be completed. 3. Expertise Required: The level of expertise needed to perform the work will also affect the price. More complex tasks that require highly skilled professionals will be more expensive than simpler tasks that can be performed by less experienced personnel. 4. Overhead Costs: Any overhead costs such as utilities, rent, equipment, and software licenses that the service provider incurs are also factored into the price. 5. Price and Milestone Payments: Considering all factors for the project, the vendor will include the full cost (fixed price) or estimated price (hourly rate or Time & Materials) of the project and determine the milestone payment schedule. Milestones are determined by the completion of key project stages, tasks or deliverables custom to the engagement, which are completed by the vendor and accepted by the customer, at which time the customer will pay a portion of the fees for the project until the project is completed, and the final payment is made. It is important to note that any changes to the scope of work after signing or project start may result in additional costs and will be executed only after an agreed upon change order form is signed. Cost Savings SHI understands how important it is for our customers to achieve cost savings. We pride ourselves on being honest and transparent with customers, especially for pricing. We base our discount structure on SHI Advertised Price and do not inflate the price for RFPs to make discounts appear larger. SHI collaborates with vendor partners to help bring customers the best possible pricing. We constantly strive to help you save money across products and services—long after a sale is made. Our account team works with you from the beginning of your project and throughout the lifecycle of your purchase. Because we approach your IT solutions neutrally and are not limited to one or two OEMs, we can ensure you get the best solutions to support your needs. In addition, we will review buying programs and create price modeling to ensure that the technology you choose is being bought in the best way possible and at the most aggressive price. Your Account Executive will work with manufacturers and Sourcewell members to forecast volumes and to negotiate pricing on those forecasts. The manufacturer may allow for special pricing for purchases over time, in which case SHI creates a SKU within our order entry system that can only be used by the member that reflects the additional discount. SHI has built our business by helping customers save time and money when buying IT. We will continually look at the business and analyze usage and spend to uncover cost savings wherever possible. Our support teams contribute to this mission by providing expertise and options for products and processes that ensure the right technology is chosen at the right time. We have a proven track record of maximizing the benefits of large cooperative contracts for our customers, helping them to realize millions of dollars of savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our proposed discounts range from 0% - 18% off SHI's Advertised List Price. Please see the uploaded price file for category-based discounts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	SHI fully understands how important it is for our customers to achieve cost savings. Given the breadth of manufacturers and	

products that SHI offers, rest assured that opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing options available, and we go above and beyond to offer better pricing than the contract requires, as often as possible. SHI's position in the marketplace affords us both preferred pricing from software publishers and hardware manufacturers, and leverage when negotiating with partners on our customers' behalf. We will work closely with our network of software publishers and OEMs to identify areas for additional savings and better return on investment for Sourcewell.

The following demonstrates some ways we identify cost savings opportunities for our customers:

Hardware
Volume Purchase Programs: Many hardware manufacturers offer volume discount programs based on customer commitment or contractual agreements. Our product specialists and hardware resource representatives review your purchases and provide recommendations for when you may benefit from these programs. We ensure you receive all eligible benefits with the assistance of your AE.

Volume Discounts: Even manufacturers without formal discount programs may offer additional discounts based on the size and purchasing volume of Sourcewell. We negotiate with manufacturers to obtain the best price for you. Your AE will analyze SHI's extensive reports to determine product lines or manufacturers where you make large quantity purchases and negotiate accordingly.

Manufacturer Specials/Promotional Pricing: Your AE continuously monitors the market and manufacturer promotions that benefit Sourcewell. They will bring these opportunities to members' attention, considering the timing of the promotion in relation to deployment needs.

Rebates: SHI does not provide standard rebates to member contract users, but we are committed to offering our customers the most competitive pricing from the start. This upfront pricing approach is advantageous for Sourcewell members, as it ensures that they receive the best possible pricing right away. We actively collaborate with OEMs to secure additional discounts for large volume purchases and explore any additional manufacturer incentive programs for which members may qualify. Our aim is to consistently provide the most favorable pricing options available. *

Third-Party Manufacturers: While some customers believe they must purchase OEM peripherals, there are many third-party manufacturers that offer comparable products at lower costs. Your SHI account team will present these options to you, allowing you to select the option that best fits your requirements.

Software
Transactional Licensing Programs: These licensing programs offer significant savings to customers making large quantity purchases without making long-term commitments or forecasts. The discount level is determined by a first-time buy-in, sometimes even with just one license. Your IAMs will provide information on eligibility for these discounts during the quoting process, and your AE will identify these opportunities during meetings with members.

Contractual Licensing Programs: Members' AEs review purchase history and make recommendations for contractual licensing programs. These opportunities are typically identified based on comprehensive purchase history reports from SHI. We not only review individual purchases to identify new volume license agreements but also assess current agreements to recommend negotiations for higher discount levels and better terms.

ITAM Services
Our IT Asset Management (ITAM) team helps customers optimize hardware and software investments to ensure continuous compliance and cost savings. With a range of services tailored to customers of any scale and industry, our ITAM team leverages its expertise in managing complex infrastructures. They provide services such as

		data analysis, inventory management, licensing consultation, ITAM policy and process consulting, and service delivery management. Our team of over 80+ ITAM subject matter experts (SMEs) has unparalleled experience in achieving ITAM goals in various complex scenarios, serving customers with infrastructures ranging from 500 devices to 500,000 devices.	
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	When a customer requests the Sourcewell contract, all products will be considered contract purchases and therefore will be quoted with pricing that aligns with our category-based discounts off SHI Advertised Price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Given the overall breadth and customizable solutions offered under this contract, it would be hard to detail every item that will not come standard with a given purchase. However, pre-delivery inspection, installation, project management, training, and additional set-up services are not part of standard cost unless a customer specifically requests these services at the time of quoting. In addition, non-standard shipping options detailed in question 64 and credit card fees detailed in question 58 are not included in the product price.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs will vary depending on the equipment being ordered. In many cases, client hardware is shipped at no additional cost to the customer. Standard shipping will be covered, but special delivery requirements, expedited shipping, custom configurations or palletized shipments will be subject to a shipping charge. If shipping needs to be charged, SHI will charge the customer actual shipping per purchase. SHI sources products directly from OEMs and an expansive network of authorized distributors. As a reseller, SHI does not directly determine the cost of shipping for each order. Instead, we pass through actual shipping charges which can only be determined at the time of quote as they are based on size and weight. To reduce shipping costs, SHI will ship from the location with inventory closest to the customer's shipping address if possible. SHI can ship products via any method the customer desires. These include: • Standard delivery: The product is delivered to a fixed delivery point (such as a warehouse). Often, shipping is free on standard delivery orders. Exceptions include very large pallets (servers that are racked/stacked), and any order that requires custom configuration. • Overnight and second-day delivery: this option is available for any non-custom items upon request. There is a fee for expedited delivery. Shipping prices are determined by size and weight of the delivery and can be discussed at time of quoting. • Deskside delivery: SHI’s logistics company delivers the product directly to the end users’ desk location within the customer's building. Loading dock may or may not be available. There is a fee associated with deskside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting. • Inside delivery: The product is delivered to a location inside of a customer's building. SHI’s logistics company unloads the delivery vehicle. Loading dock may or may not be available. There is a fee associated with inside delivery. The fee is based on the size and weight of the shipment and will be priced out at the time of quoting.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped to destinations in Alaska and Hawaii may incur additional freight fees.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	SHI maintains relationships with large IT distributors, as well as smaller, local distributors, and manufacturers directly. We leverage our unique distribution model with these partners to drop ship orders directly to customers' locations. Our extensive network of distribution centers throughout the US reduces time to market for our customers. SHI always ships from the location closest to the customer's shipping address with available inventory and the best pricing option. SHI Integration and Configuration Centers SHI has provided software and hardware integration services for over 20 years to global enterprises, mid-market organizations, and	

		state and local government customers. We offer a wide variety of services available through our two state-of-the-art, ISO 9001:2015 certified facilities, Knox (end user compute) and Ridge (data center)—created to provide scalable, customized, and effective integration solutions at every step of the way and for every size of deployment. Our integration services provide: • Expertise and experience • Lower overhead costs • Certified resources • Reduced labor costs • Quicker deployment timelines • Reduced risk Our configuration experts and integration centers make configuring and shipping customized hardware a seamless, effortless process. Our goal is simple: to meet and exceed expectations while providing a quality turnkey solution. Knox Warehouse and Configuration Center The Knox warehouse and configuration center is used for advanced systems and provides custom-configured, ready-to-ship machines. Our 305,000-square-foot facility is static-free, climate-controlled, and protected by the most rigorous physical security and cybersecurity. The configuration center employs a variety of servers, network switches, hubs, barcode printers, and cabling to provide a secure and robust production and testing environment. Equipment is regularly added and replaced to keep up with changes driven by technological advancement and client requirements. Knox contains 330 build stations where SHI team members can simultaneously configure approximately 1,350 devices and utilize an efficient workflow to image and configure up to 3,500 systems per day. The warehouse facility allows SHI to pre-configure and stock machines with the most popular client-specific images to provide minimum turnaround time. Ridge Integration Data Center A team of 140 employees staff the Ridge integration center and expands SHI's ability to support advanced data center solutions, including integration services that combine components from multiple manufacturers into ready-to-deploy rack systems. To facilitate expansion, SHI keeps an equal number of completed build rooms and rooms left available for future use. The build rooms are used to build and automate integration workflows to increase the efficiency and accuracy of work. The facility allows SHI to power more than 150 racks simultaneously. The Integration Data Center Services (IDCS) organization provides technology-related services of the highest quality to support our customers' unique requirements. The IDCS team at Ridge provides a suite of data center services to accommodate any technology need. SHI integrates individual custom build requirements into our quality control platform for documentation, verification, and reporting. SHI's pre-configuration platforms increase deployment speed and reduce risk and complexity by constructing solutions in the staging facility. These configuration warehouses offer a variety of support services prior to delivery of end-user and data center hardware. • Server rack and stack (Ridge) • Advanced configuration • Mobile device configuration • Integrated add-ons • Asset tagging • Image deployment • Laser etching • Activation • Kitting • Custom label and packing • Inventory management	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	SHI's Capture and Strategy organization has multiple team members dedicated to our compliance and the success of the Sourcewell contract, including our Capture and Business Development Manager, Contract Compliance, and Contract Reporting Analysts. Capture and Business Development Manager As we mention throughout this proposal, Sourcewell will continue to have a dedicated Capture Manager, Tory Pubylski, working with the assigned SDA to consistently monitor our contract usage, compliance, and opportunities to grow the contract together. The Capture Manager will work with the Compliance team to train all sales teams utilizing the Sourcewell contract immediately upon award so that field and inside sales are aware of how to adhere to accurate contract pricing and terms and conditions of the contract. Tory will serve as the main point contact of for any issues or concerns that arise during the contract. Contract Compliance Sourcewell is looking for a partner that takes contract compliance seriously. We understand the importance of this aspect of the business, which is why SHI's Contracts Compliance organization is focused on meeting agreed-upon requirements. This team is comprised of five members who can confirm we meet the expectations outlined in your RFP and subsequent contract. We do this during the proposal process, contract negotiation, and beyond through: • Issue investigation and resolution • Proactive internal auditing • Proactive tracking of operational obligations • Process improvement recommendations • Strategic updates If inquiries or reviews are required, our dedicated team can investigate and provide findings with a suggested path forward, which we believe will strengthen our working relationship. Pricing, Reporting, and Administration Fees To ensure proper pricing, SHI will create a custom catalog in our system based on the agreement with Sourcewell. This contract pricing is visible to customers on our website—with real-time updates using live data feeds from SHI's suppliers. Our web catalog team manages the catalog content and audits pricing to ensure accuracy. In addition, we can run reports related to purchases made under Sourcewell's contract. Orders placed through the website and with our Inside Sales teams will capture the Sourcewell contract number so the sale will show when the Contract Reporting Analyst pulls the quarterly report. We can also collect data in customized fields and can deliver both standard and custom reports. SHI can deliver standard reports in one of three formats, including: • Contract invoice detail • Manufacturer profile

- Invoice detail

After the reports are reviewed and confirmed to be accurate, the analyst will submit them directory to our Supplier Development Administrator and then coordinate payment with our accounting department for the correct amount in administrative fees to be paid to Sourcewell.

Sourcewell Dedicated Contract Capture and Compliance Team Members *

Victoria (Tory) Pubylski, Capture and Business Development Manager -- As Capture and Business Development Manager, Victoria, or Tory as many know her, manages the SHI relationship with the Sourcewell Cooperative. Tory works to grow SHI's business under our awarded contract with Sourcewell by training our sales teams, joining customer calls, answering customer inquiries, and connecting customers to their SHI account executives. She also works with SHI's account executives to understand the contracts we have available to their customer base, how to appropriately utilize them, and prepare them for strategic upcoming RFPs where there could be an opportunity to increase our support through new contracts.

Tory has supported the public sector at SHI since 2015 as a Sales Support Operations Manager. She joined the Public Sector Proposals team in 2018, supporting government and education until transitioning to her current role in 2022. She feels most rewarded in her role when providing training and information to our sales teams and seeing their passion for how to support their customers as best as possible. She currently resides in Austin, TX.
To learn more about Victoria or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/victoria-tory-pubylski-604b4583/.

Arianne Mount, Director of Public Sector Contract Compliance — Arianne started her career with SHI more than 15 years ago as an Inside Account Manager. She then transitioned into a sales support specialist role, serving SHI's business units in a sales analyst capacity. That role evolved into a leadership position for two separate teams, which helped manage all incoming legal and proposal submissions. These teams also tracked results and developed data-based strategy updates. Following her success in that role, Arianne was offered an opportunity to manage a proposal operations team focused on the proposal lifecycle, metrics, and data-led strategy. In 2022, she expanded her team to include contract compliance, which supports SHI's salesforce and customers with their public sector contracts.

Arianne currently manages a team of public sector compliance specialists responsible for strategy, reviewing capabilities, initiating new processes to align with customer requirements, tracking cadenced operational obligations, and issue investigation and resolution. She feels most rewarded in the role when her team can impact day-to-day processes for SHI and improve customer satisfaction with their contracts.

Arianne is a resident of central New Jersey. To learn more about Arianne or to view her background and resume, please visit her on LinkedIn at https://www.linkedin.com/in/arianne-mount-2b301146/.

Anthony Sapichino, Sr. Contracts Compliance Specialist—Sr. Contracts Compliance Specialist Anthony Sapichino works at the pre- and post-sales stages to ensure that SHI is compliant with our public sector contracts. In his role, he supports everyone from our proposals team to the post-sales team with compliance issues, helping to ensure that SHI is compliant with all requirements.

Anthony has been with SHI for over ten years, beginning as an Inside Account Manager supporting mid-Atlantic public sector accounts for two years before becoming a manager

		in the strategic space. He was a manager for seven and a half years before recently moving over to the compliance team. Anthony resides in Parlin, NJ. To learn more about Anthony or to view his background and resume, please visit him on LinkedIn at https://www.linkedin.com/in/asapichino/.	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	In our experience, there are a few key indicators of success for contracts of this type: 1. Overall sales revenue The first, and most obvious, is simply the number of sales that are being done through the contract. We look for these to grow each month. 2. Number of entities using the contract. We believe that to be viewed as a successful partner to Sourcewell we need to be adding net new buying entities to the contract. 3. Number of AEs who are using the contract. In addition to the number of public entities that use the contract, we also track the number of Account Executives at SHI who make use of the contract. We track this metric regularly and are always looking for 100% participation with our cooperative contracts. 4. Customer Feedback. We rely on our customers to provide feedback with regards to doing business with SHI and believe this contract's success can also be measured by customer feedback. Providing our customers flexible and viable contract options makes their job easier. When we lead with Sourcewell and educate members on value, we expect we will get positive feedback. SHI has tracked these numbers under our current awarded contract and based on these metrics, SHI's current Sourcewell contract has been very successful. We will continue to analyze this same data under a new awarded contract to ensure we stay on the same path.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SHI proposes a 1% Administrative Fee. We believe this nominal fee keeps the contract competitive and even more marketable.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are pleased to offer our comprehensive catalog of products and services to meet the unique needs of each Sourcewell member in response to this RFP. We pride ourselves on our vendor-neutral approach, which allows us to provide the most suitable technology solutions for various IT environments. Our offerings span a wide spectrum, from software and hardware to cloud services and more, courtesy of our extensive partnership network of over 15,000 product partners. SHI is committed to offering full IT solutions to Sourcewell members, ranging from basic software and hardware commodities to sophisticated, end-to-end data center solutions. Our expertise in crafting IT solutions that perfectly align with our customers' needs ensures that your members will benefit from our wealth of knowledge in designing, implementing, and optimizing IT ecosystems. We offer a broad range of IT solutions that cater to the unique needs of Sourcewell's members. 1. Hardware and Software Products: SHI offers a wide array of hardware and software products from leading manufacturers. We collaborate with top technology partners such as Apple, Microsoft, Adobe, Dell, HP, and Cisco. 2. Advanced Solutions: SHI provides advanced solutions like cloud computing, data center infrastructure, networking, and security. Our cloud solutions include services for public, private and hybrid cloud environments. 3. IT Asset Management: SHI helps businesses manage their software and hardware assets more effectively. We provide services for software licensing, hardware lifecycle management, compliance and risk management. 4. Professional Services: SHI's professional services team can help with everything from initial assessments and consultations to full implementations. These services can help members optimize their IT environments and implement new technologies. 5. Support Services: To ensure smooth operation, SHI offers a range of support services, including hardware maintenance & support, software support, and managed services, delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network. 6. E-commerce: Our robust e-commerce platform allows customers to purchase IT products easily and track their orders. 7. Sustainability: SHI also focuses on providing sustainable IT solutions. We offer services like IT asset disposal and recycling to help customers reduce their environmental impact. In summary, SHI's wide range of IT solutions is designed to help entities address their technology challenges, optimize their IT investments, and navigate the ever-changing technology landscape. Our strategic technology partnerships can be viewed on the partner page of SHI.com. https://www.publicsector.shidirect.com/public-sector/brands Our purpose is to provide the best overall value to Sourcewell, and we understand that this goal is achieved through a combination of world-class support, aggressive pricing, and extensive product and service offerings. Our objectives align with your mission to "provide leading solutions that empower community success," and we accomplish this by remaining laser-focused on customer relationships: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary products, services, and customer satisfaction.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SHI is a customer-centric provider of diverse software, hardware, and IT products. We are proud of our wide array of services and support, offered directly or via our expansive network. We collaborate with 15,000 unique publishers and OEMs, holding top-tier certifications from leading OEMs such as Apple, Cisco, Dell, HP, Microsoft, and VMware. As the technological landscape evolves, so does our product catalog, constantly updating to meet customer demands. Our IT solutions range from software and hardware procurement to comprehensive data center solutions. Below, we provide subcategory titles along with details on some of our most up-to-date solution offerings. Hardware End-User • Devices - PCs, Laptops, Tablets and Smart Phones • Peripherals – Monitors, Cables, Accessories like Keyboards, Mice, Headsets, Memory, and Audio/Visual Equipment, etc. • Digital Signage, Kiosks, and Touchscreen Devices • Mobility – Tablets, Smart Phones, Printers, Mobile Device and App Management • Unified Communications and Collaboration (UCC) – Devices, conferencing and collaboration platforms, cameras, headsets, etc. • Services: Imaging, configuration, asset tagging, inventory, warehousing, kitting,

and shipping
Print - Printers, Scanners, MFDs, Toners and Supplies
Data Center - Servers and Storage, Power and Cooling, and Services: Configuration, asset tagging, kitting, and shipping
Networking – Wireless, Routers / Switches, SD WAN, Connectivity

Software
SHI has partnerships with thousands of software partners, including key relationships with publishers like Microsoft, Adobe, IBM, VMware, and SAP, and we offer a wide range of services delivered directly by our internal teams, by the manufacturer directly, or by subcontracting through our elite partner network.

Cybersecurity/SOC Monitoring
As your organization pursues cloud, digital transformation, and remote workforce strategies, SHI can help you defend against cyberattacks' growing threat and navigate complex regulatory requirements. SHI works with leading cybersecurity technology providers to promote sound information security governance and ensure that your infrastructure, data, and people are protected.

Our solutions center around Identity and Access Manager, Application Security, Data-Centric Security, Data Center and Cloud Security, Threat and Vulnerability Management and services, including security risk assessments, incident response, program strategy and operations, and security strategy consulting.

From assessment to implementation, we help organizations reduce risk with a dynamic approach that strikes the right balance between people, processes, and technology. Here are some of the ways that we can advance your cybersecurity:
• Secure Governance: In a rapidly evolving landscape of threats and regulatory obligations, SHI helps you address cybersecurity governance challenges by effectively setting strategy, standardizing processes, enforcing requirements, and ensuring you have the resources in place to achieve security and business goals.
• Secure Infrastructure: SHI takes a balanced approach to cybersecurity that ensures consistency across on-premises, hybrid and multi-cloud environments. Our experts help you address modern data center challenges with a strategy that starts with architecture and optimizes security controls and policies.
• Secure Data: SHI helps shift your focus from trying to secure everything to protecting what matters most – your data. We work with you to locate and understand your sensitive data, so you can establish exactly what you are trying to protect and ensure the appropriate controls are in place.
• Secure People: We partner with you to address the human element of cybersecurity. Our solutions and services enable you to thwart attacks that exploit human vulnerabilities, including malware, phishing, and impersonation across email and the cloud.

Cloud
Our Cloud solutions teams can help customers navigate Public and Private Cloud Environments, as well as Software as a Service (SaaS), Hybrid SaaS, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Database as a Service (DBaaS), Unified Communications as a Service (USaaS), “X” or Miscellaneous as a Service (XaaS or MaaS) solutions. We also offer a wide range of cloud services, including cloud migration, optimization, and management, and we have partnerships with major cloud providers like Microsoft Azure, AWS, and Google Cloud.

EULA Management
SHI offers EULA review services for a fee. The end-user license agreement services are performed by a contract administrator experienced in negotiating software license agreements. These services offset the burden of risk our customers must manage for what is considered "long tail" software publishers, meaning those non-major or strategic partners. SHI works with you to establish a playbook of rules, processes, and policies related to identifying risk and how best to contractually address the various software publishers in scope. After a negotiation, SHI prepares a summary for your review and action. This summary would include details about any remaining risks, concessions made, requirements the publisher refuses, etc.

Advanced Solutions Group (ASG)
The IT landscape has seen significant changes over the past decade, with a growing focus on holistic solutions that address evolving customer needs, as opposed to mere commodity products. Responding to this shift, SHI developed our Advanced Solutions Group (ASG) to provide solution-based support. This team, comprising over 600 technical experts holding 3,000 certifications in various products and solutions, is dedicated to meeting Sourcewell members' requirements, guiding you to the right technology, and aiding in integrating that technology into your environment. The Advanced Solutions Group, like all of SHI, maintains a vendor-neutral stance, utilizing its vast experience to tailor discussions that best suit each member's specific needs. We provide support during the strategy and solution design phase of a project, assisting with planning, assessments, conceptualization,

proof of concepts, and procurement of demo units.

Our ASG team has focused solutions groups including:
- o End-User/UCC
- o Cloud Design, Adoption, Optimization and Management
- o Data Center Technologies – Server/Storage/Backup
- o Networking – Core, Edge and Transport
- o Security Solutions

These teams, include solutions engineers and professional services support, working arm-in-arm with our devoted OEM partner teams to assist our customers in keeping pace with their evolving IT needs and facilitate seamless technology adoption.

Professional Services
Our professional services teams are vendor-neutral and use an extensive range of experience to help tailor conversations optimally for any member's specific environment. We see our professional services offerings as a differentiator in the hardware and software reseller marketplace. Our objectives are to 1) help ensure our customers are purchasing the right solution, 2) help our customers deploy the chosen solution as rapidly as possible while minimizing risk, and 3) maximize customers' adoption of the chosen technology, thereby maximizing the value of their investment.

Managed Service Provider (MSP)
SHI's Managed Service Provider (MSP) solutions include a wide range of services, such as network management, cybersecurity, data backup and recovery, cloud services and our complete portfolio of Modern Workplace Services.

Modern Workplace Services
SHI's Modern Workplace Services (MWS) cover hardware Lifecycle Services, Multi-Vendor Platform Support (MVP), Asset Recovery, Digital End-User Experience (DEX), Staff Augmentation, Mobility and Warranty services.

Lifecycle Services
The modern workplace has become increasingly dynamic. However, varied locations, schedules, and technology use can all be costly considerations when managing your workforce. SHI's Device as a Service (DaaS) solution is designed to help Sourcewell members adapt to this change, providing outcomes that achieve cost and operational efficiencies. We provide comprehensive management of all your devices across every stage of the asset lifecycle and are committed to keeping your end users productive and engaged.

Our customizable solution ensures you have the devices you want, the support you need, and the lifecycle of your devices managed based on a predictable, monthly, per-device cost. DaaS is an alternative to a traditional lifecycle services procurement approach. It provides customers access to the latest end-user computing and all-inclusive managed services to help meet their ever-changing technological needs. Each DaaS engagement is customized to include configuration, deployment, technical and warranty support, and IT asset recovery and disposal solutions.

DaaS can provide substantial benefits to members, including increased flexibility and multiple device options, and it accommodates IT budgets and operations with OpEx, hybrid and CapEx models. The DaaS model allows for a per-unit, per-month fee for the member's contract term, including the hardware's pricing and all related services.

ZeroTouch Provisioning
Regardless of the devices and operating systems that customers opt for, SHI can aid them in establishing a ZeroTouch deployment strategy. This is possible due to SHI's leadership in Zero Touch capabilities since its inception in 2011, and its commitment to OEM program adoption.

SHI provides support for a variety of platforms, including Apple Business Manager, Windows Autopilot, Chrome Zero Touch Enrollment, Android Zero Touch Enrollment, and Samsung Knox Mobile Enrollment.

With a history of being at the forefront of such services, SHI was the first reseller to offer Apple Business Manager, enroll devices into Autopilot, and provide ZeroTouch Services for Chrome.

Multi-Vendor Platform Support
MVP Support helps businesses confidently support multiple enterprise platforms to dramatically reduce costs and eliminate complexity often found with multi-vendor support services. MVP Support is a global support solution powered by Level 3 engineering PODs, service delivery, critical incident management, and a powerful integration platform to support complex vendor escalation workflows and processes.

Digital End-User Experience (DEX)
SHI's Digital Employee Experience (DEX) service provides an accessible view of everything affecting an end-user's performance. It fosters a productive user experience in which IT issues are detected, diagnosed, and resolved often before users even feel the impact. Our DEX Managed Service includes deployment, configuration, and optimization of your digital experience platform, allowing you to take full advantage of your current OEM toolset. We allow our customers to sit back and relax by helping them gain complete visibility and insight through advanced dashboards to create automated and proactive responses, resolving issues before disruptions occur.

Staff Augmentation
SHI's Staff Augmentation program is built on the expertise of our elite partner network of staffing providers. SHI maintains relationships with a wide range of staffing partners around the world, enabling us to find the right blend of SHI internal and staff augmentation resources to address even the most complex requests. Through this robust network, SHI can ensure that our customers have a deep and diverse candidate pool as they seek to accelerate their business by infusing talent and expertise through staff augmentation. *

We source the perfect IT professionals for your needs by:
- Obtaining a complete understanding of each assignment.
- Developing a thorough search plan that may include pre-identified targets, organizations, resumes in our database, Internet advertising and searching, and engaging one of our qualified partners.
- Conducting a multiple screening process, which includes our technical recruiter, recruiting manager, and one of our technical resources.
- Checking professional references prior to the client interview.
- Presenting our top candidates to you for review and interview.

SHI provides members the benefit of having fast responses from our dedicated resources who act as a single point of contact to assist with onboarding and off-boarding candidates with no hidden fees all backed by our reliable recruiting process.

IT Asset Management (ITAM)
The IT Asset Management (ITAM) team at SHI helps our customers optimize Hardware and Software investments to ensure continuous compliance and cost savings. The ITAM team at SHI has a full portfolio of services to support customers of any scale, industry, and sector. With a team of over 80+ ITAM SMEs, many of whom are former auditors themselves; SHI has Data Analysts, Inventory Engineers, Licensing Consultants, ITAM Policy and Process Consultants, and Service Delivery Managers on hand to become an extension of your existing resources.

Our ITAM team provides SAM services to customers ranging from 500 devices to 500,000 devices with widely varying and complex infrastructures. ITAM Services combine:
- Volume License expertise supporting the world's most complex IT environments since 1989.
- Inventory and discovery expertise
- "Best of Breed" SAM toolsets
- SaaS-based IT Asset Management platform with 24/7 web portal
- Best Practice Service Management
- ISO 19770-1 aligned SAM Process and Policies
- Dedicated SAM Licensing and Inventory Consultants, Licensing and Inventory Engineers, Process and Policy Consultants, Service Managers, and former auditors.
- Compliance and optimization baseline: A license compliance and optimization baseline is a one-time assessment of a publisher or publishers that identifies trends in your current licensing, surplus license opportunities, and licensing deficiencies to be reconciled. With the baseline, you can make informed decisions regarding license contracts, maintenance renewals, and software procurement for cost savings, reduced risk, and recycled software assets.
- Audit defense: SHI has a full, rapid-response audit defense team to assist customers in any audit situation. This service has resulted in an average settlement of 10% of the publisher or auditor's findings.

Workshops and assessments: We provide various customer workshops and assessments, from ITAM maturity assessments to cloud readiness reviews to ITAM ROI value workshops. Whether you are unsure of what software your organization has deployed, what software your license agreements entitle you to deploy, are looking to mitigate compliance risk, or reduce overall software costs, our IT Asset Management services can help you take control of and manage your assets.

The Workshop
The SHI Software Asset Management (SAM) Planning Workshop ("the Workshop") is

a compact, disciplined process that ensures the right software entitlements, measures, and collection processes are in place. The Workshop brings together all the personnel, skills, and experience needed to coordinate and plan the complex process of gathering information for asset and compliance management. The Workshop ensures that you have addressed all the software audit risk areas and are prepared to deflect audit threats and defend against audit claims without the typical (and expensive) audit "fire drill".

SHI's SAM Workshop describes all of the infrastructure and processes necessary for the effective management, control, and protection of software assets throughout all stages of their lifecycle. The strategic goals of SAM include (but are not limited to) the following:
- Control cost and business risk for a stronger financial position
- Optimize existing software investments to enable you to do more with what you have.
- Help your organization become more agile by making better use of resources, even in changing business conditions.

SAM provides the following benefits to customers:
- Cost Savings: Lower costs associated with purchasing and maintaining a software library by capitalizing on vendors' overall buying power through single-volume license contracts.
- Risk Management: Control business and legal risks related to improper software deployment.
- SAM Advantage: Stay ahead of the competition through streamlined operations and faster time-to-market.
- Good Governance: Achieve and demonstrate compliance with your responsibilities under government legislation, such as Sarbanes-Oxley.
- Disaster Protection: Protect your company's valuable software assets in the event of unexpected adversity.

Whether the goal is streamlining the business of IT with innovative eProcurement, fulfillment, and IT asset management solutions; building hybrid data center and storage solutions; securing your growing diversity of data and assets; or building a truly collaborative digital workplace, SHI has your back at every stage of the technology lifecycle.

Scholastic Esports
SHI’s dedicated team of education and technical experts is taking over the scholastic esports space by helping high schools and colleges discover the power of esports and learn the intricacies of the industry. Integrating esports with STEM and CTE enables educators to create a curriculum that aligns with workforce sectors and industries to attract more students.

Scholastic esports (electronic sports) programs are revolutionizing student engagement. The goal of esports is to create high-quality, developmental experiences so students of all backgrounds and abilities can use this as a universal platform to grow socially, emotionally, and academically.

As innovative schools are accelerating their esports environments, this digital transformation is helping students engage in STEM and technology-focused activities, professional development, and school clubs and sports programs. However, the growth and popularity of scholastic esports represent new technology challenges for our customers to procure a successful platform and educational program.

To meet these needs, SHI has developed a team dedicated to esports, which handles everything from building out arenas to curriculum creation. Our objective is to enable schools to build effective and successful esports programs through:
- Professional training, development, curriculum, software (coaches and players)
- Esports tournaments (UGC)
- Grants support/procurement
- Selling esports equipment that reacts just as fast as you do!

These solutions can be customized to the specific needs of any given school through a comprehensive discovery and consulting process. SHI offers avenues of existing curriculum to use as your own, or expert advisors to help create your own or modify a pre-existing package of curriculum. SHI helps identify, plan, and build an esports program that’s right for each organization.

STEM/STEAM
STEM/STEAM technology includes products and/or tools related to supporting education in the fields of Science, Technology, Engineering, Art, and Mathematics. In this age of constantly emerging technology, educators have shifted to focusing on future readiness by helping students increase their digital literacy, driving innovation, and providing them with skills around critical thinking and problem solving, empowering their success so they will be ready to face the world’s challenges and

solve real-world problems. Here are some examples of STEM technology products:
- Robotics Kits used to teach principles of robotics and programming.
- 3D Printers used in engineering and design to create prototypes and models.
- Coding and Programming Tools: Software like Scratch, Python, and Arduino are used to teach programming and computational thinking.
- Drones and Quadcopters are used for research and education, such as studying weather patterns or learning about aviation and mechanics.
- Virtual Reality (VR) and Augmented Reality (AR) Equipment provide immersive learning experiences used in fields like design, architecture, and medicine.
- Mathematics Software like GeoGebra, Mathematica, and MatLab are used to study and visualize mathematical concepts.
- Educational Apps and Games designed to teach various STEM concepts in an interactive way.
- Electronic Kits teach electronics and circuitry.
- Maker Spaces Equipment includes various tools and materials for hands-on exploration, such as woodworking tools, sewing machines, laser cutters, etc.

Public Safety and Public Works Solutions
Public safety is not just a concern for police and emergency personnel, but also for cities, counties, schools, and universities. Our public sector sales teams support all of these entities and we offer the following solutions to address their day-to-day needs for communication, security, and safety.
- Security/Surveillance Cameras, Body-worn cameras, and related software.
- Rugged Notebooks and In-car Mounting Hardware
- Drones and Add-Ons for Drones; UAVs (Unmanned Aerial Vehicles)
- RFID Devices, Antennas, Receivers
- Physical locking solutions and portable security hardware
- Software Solutions: Gunshot Detection Software, Investigative Analytics and Interview Room Surveillance Software, Biometric Authentication Software, License Recognition/Reader Software and Mass Emergency Notification Systems

Smart City /Internet of Things (IoT) Solutions
Technology is ever evolving and growing, just as cities are constantly expanding and growing. From a combined evolution emerged “smart cities.” The goal of a smart city is to optimize city functions and promote economic growth while also improving the quality of life for citizens by using smart technologies and data analysis. SHI is here to help guide our customers to find the technologies that can help turn their vision of a smart city into a reality.

Smart cities use a variety of technologies including software, user interfaces, communication networks, the Internet of Things (IoT), the cloud, and data center technology to deliver connected solutions for the public. With SHI, our customers have access to multiple platforms, a variety of hardware for backup connectivity, and access to multiple vendors—including industry giants like AT&T, Verizon, T-Mobile, Cisco, Intel, and more. We support our offerings with access to vendor-neutral solution architects and engineers, dedicated solution support teams, OEM support teams, and external resources from our hardware and software partners. Together, we provide expert resources to understand your smart city needs and recommend solutions from networking connectivity and handheld devices to server storage and cloud options.

We understand that smart cities and IoT are the technology of the future which can impact and improve the lives of the communities we live in. No matter where you are in your smart city solutions journey, SHI can help you accomplish your technology goals leading us to a smarter tomorrow.

SHI continues to refine our product and service offerings to meet the dynamic needs of our customers in an ever-changing technology landscape. The breadth of SHI’s solution portfolio is extensive, and including all sub-categories here would be overwhelming. However, Sourcewell members can rest assured knowing SHI has the expertise and resources to facilitate the right solution for each member's unique environment.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	SHI has the capability to report on green-certified products and does so for numerous customers. SHI will work closely with members to identify and understand green reporting requirements.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Acer-Fully Authorized Globally Acronis-Platinum Partner Adobe-Adobe Platinum Reseller AirWatch-Premier Alteryx-DMR Partner (Distributor Managed Reseller) Altova-Elite APC-Elite Business Network Partner Apple-Corporate Reseller (Authorized 20+ years) Arbor-Premier Arcserve-Platinum Arctic Wolf-National Partner Arista Networks-Authorized Aruba Networks-Platinum Asus-Authorized Atlassian-Authorized Reseller Attachmate-Platinum Partner Autodesk-Volume Channel Partner (VCP) Avaya-Sapphire Reseller AWS (Amazon Web Services)-AWS Premier Consulting Partner; AWS Managed Services Partner Barco-Authorized Partner, Gold Barracuda-National Belkin-Authorized Partner BenQ-Silver BeyondTrust-Platinum Partner Bitdefender-Gold BitSight-Evangelist Partner Blackberry-Authorized

		Box-Premier Broadcom-Elite Brother-Authorized Partner C2G-Platinum Partner Canon-Authorized Partner Carbonite-Premier Partner CheckPoint-Three Star National Partner Cisco-Gold Partner Citrix-Platinum Partner Cleartouch-Highest Cohesity-Strategic National Partner Commvault-Market Builder - Top Tier Cradlepoint-Premier NSP CrowdStrike-Elite Partner CyberArk-Advanced Partner CyberPower-Elite Partner Cylance-Authorized Datawatch-Platinum Delinea-Authorized Reseller Dell-Dell EMC Titanium Black (Authorized 15+ years) D-Link-Gold Level Druva-Elite Partner DynaBook-Platinum Preferred Eaton-Authorized Partner Elastic-Professional Partner Entrust-Professional Partner Epson-Epson Business First Gold Partner Ergotron-Gold Erwin-Authorized ESET-Silver Exagrid-Authorized Reseller (Highest level) ExtraHop Networks-Gold Extreme Networks (ExtremeNetworks+Aerohive)-Diamond F5-Platinum Partner Facebook Oculus-Authorized Reseller Forcepoint-Titanium Partner Forescout-Platinum Fortinet-Expert Fujitsu-Authorized Partner GitLab-Select Partner Globalscape-Authorized Good Technology (Blackberry)-Authorized Google-Premiere Partner GoTo-Platinum Partner Hewlett Packard Enterprise-Platinum Partner Honeywell-NBR (National Broadline Reseller) HP, Inc.-Power Services Partner (Authorized 25+ years) HPE Aruba Networking Division-Platinum Partner IBM Hardware-Gold IBM Software-Gold Business Partner Infocus-National Partner Intel-Intel Partner Alliance Titanium Member IPSwitch-Titanium Ivanti-Platinum Jabra-Premier Partner JAMF-Gold Partner JetBrains-Authorized Juniper Networks-Juniper Elite KEMP-Authorized Kingston-Authorized Reseller Legrand (includesC2G, Chief, Da-Lite, Vaddio)-Authorized Partner Lenovo-IDG (Client) (NSP, National Solution Partner); ISG (Datacenter) (NSP/Platinum Partner) (Authorized 12+ years with Lenovo (IBM 20+)) Lexmark-Tier 1, Diamond Edge LG-Authorized Reseller Logic Monitor-Authorized Reseller Logitech-Authorized Partner LogMeIn-Authorized LogRhythm-Services Authorized Reseller (Highest Tier) Malwarebytes-Platinum Partner ManageEngine (Zoho)-Authorized Meraki-Gold MicroFocus-Platinum Partner Microsoft (Hardware)-Multi-National Authorized Device Reseller and Authorized Global Surface Reseller Microsoft (Software)-Authorized LSP, AER, SPLAR, MOSP and Government Integrator;

		GSA & DISO Authorized; Authorized Azure Expert MSP Mimecast-Elite Partner MobileIron-Iron Nasuni-Premier NetApp-Star Reseller Netgear -Reseller NetIQ (Micro Focus)-Platinum NetScout Systems (Arbor Networks)-Platinum Netwrix-Platinum Partner Nimble-Platinum Novell-Platinum Partner Nuance-Authorized Nutanix-Master Level Partner, Cloud Champion Nvidia-Elite (vPro, Quadro, Tesla), Preferred (DGX) OKTA-Elite Level Partner Open Gear-Premier Partner (Highest level), Elite OpenText-Authorized Reseller Oracle-Oracle Hardware & License Sell Track Partner, Global Platinum Paessler-Gold Partner Palo Alto Networks-Diamond Panasonic-Tier A Reseller Parallels-Premier PingIdentity-Platinum Partner Poly (Plantronics & Polycom)-Platinum Partner Progress Software (Kemp)-Titanium Authorized Partner Promethean-National Partner Proofpoint-Platinum Partner Pulse Secure-Authorized Pure Storage-Elite Partner Qualys-Supported Partner Quantum Storage-Premier Partner Quest-Platinum Plus Partner Rapid7-Gold Level Partner Raritan/ServerTech-Authorized Reseller Red Gate-Authorized RedHat-Red Hat Advanced Business Partner Ribbon Communications-Bronze Riverbed Technology-Elite Partner RSA-Titanium DMR Partner Rubrik-Elite Plus Partner Ruckus Wireless (CommScope)-Elite Partner Samsung-Client P4 Platinum Level Partner, Strategic Business Partner. For mobility - Blue Level SanDisk (Western Digital)-Gold SAP BusinessObjects-Silver, Large Account Scale Computing-Platinum SentinelOne-Platinum Partner Sharp – NEC-Authorized for Sharp Electronics Display Solutions SilverPeak-Platinum Level Smarsh-Hybrid Cloud & Emerging Partner SolarWinds-Elite Partner SonicWALL-Platinum Partner Sony-Gold Sophos-Sophos Select Partner Spectra Logic-Elite VAR Splunk-Premier Partner StarTech-Authorized Partner SunOracle-Platinum Supermicro-Tier-1 Diamond Suse-Platinum Level, Specialized in Sell and Manage Symantec-Premier Partner Synology-Authorized Reseller Tableau-DMR Partner Tanium-Partner Plus Targus Authorized TeamViewer-Authorized Reseller TechSmith-Preferred Partner Tenable-Platinum Reseller Thales-Platinum Tintri-Elite Partner Toshiba-Platinum Preferred Trellix-Platinum Partner TrendMicro-National Channel Partner TrippLite-Authorized Partner Tripwire -Platinum Partner Unitrends-Top Tier

		Varonis-Gold Partner Veeam-Platinum Partner Veritas-Platinum Partner Vertiv (Emerson, Liebert, Avocent)-Diamond Partner ViewSonic-Authorized Partner VMware-Corporate Reseller – Premier Level; Partner Professional Services – Enterprise Level; Aggregator – Premier Level Western Digital-Authorized Xerox-Authorized Partner, Gold Zebra-Authorized Partner / Specialist DMR Zoom-Performance Zscaler-Gold
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	Proactive Renewal Management SHI's Proactive Renewal Management (PRM) is a value-added service offered at no additional cost to Sourcewell's members. PRM is primarily supported by SHI's PRO Renewal Organizer (PRO) tool but also includes SHI's contract indexing tool, Fine Print, and other value-added services. For a fee, PRM includes ITAM services to help customers optimize their IT investments and achieve cost savings. It can be challenging for organizations to proactively track expiring IT assets, maintenance, and support agreements. With inconsistent renewal dates across manufacturers and/or products, some organizations rely on the publishers and manufacturers to provide renewal notifications, which can result in missed discount opportunities or unwanted renewals of software you no longer use. In response to our customers' growing needs around expiring software, warranties, support agreements, and product maintenance programs, SHI created the PRO tool. This PRO organizer tool compiles your technology renewals into a centralized, rolling, 36-month timeline for simplified budgeting and renewal management. Customers can access the tool via SHI.com, with 24/7/365 availability. By addressing renewals in advance, you have the option to employ SHI to negotiate with the vendor on your behalf in the following areas: • IT asset selection: If better IT assets are available, SHI will negotiate with vendors to procure the better assets for our customers. • Product equivalent: SHI works with vendors to find our customers the best replacement when a product becomes unavailable. • Better pricing: SHI has quoting and pricing processes to help our customers realize cost savings across IT spend. Where possible, we pass those savings along to our customers. • License agreements: SHI collaborates with vendors to ensure our customers receive the correct number of licenses, obtain the best deals, and have licenses for the correct period. SHI also helps customers manage EULAs. Optimizing Renewals The PRO tool stores a complete list of the hardware and software your organization uses and automatically notifies your SHI account team 90 days prior to expiration dates. Replacing products without a warranty can be costly. SHI's PRO tool can track a member's IT assets, and it can also track maintenance and support renewals. Maintenance renewals are typically for hardware maintenance but can extend to software. For hardware, there is usually a warranty or maintenance offering that can sold in tandem, or there may be a base-level option included on the initial purchase, which must be renewed after the initial coverage term ends. For software, members can purchase licenses for a specified period. When the license agreement expires, the agreement needs to be renewed to continue using the software. For software subscriptions, SHI's PRO tool can help you track your software and guarantee you only pay for the software you use. Outdated equipment and expired software licenses can slow your employees' productivity. Effectively managing your IT assets is not an easy job, but with SHI's PRO tool, you can eliminate wasted time by ensuring employees always have access to the right equipment and software. Audit Protection There are two major risks associated with the unauthorized use of software licenses. First, poor software asset management can result in security vulnerabilities. Second, organizations risk unknowingly committing copyright infringement when unauthorized users download multiple instances of the software. To manage risk, SHI's PRO tool closely tracks your software licenses and usage, preventing unauthorized users from installing software provided under a license agreement managed by SHI. Some organizations choose to or must undergo a

software licensing audit or software compliance audit.

By using SHI's PRO tool, your organization safeguards itself from liability.

How it Works
When new orders are entered into our system, your account team can pull the information into our PRO tool. The tool is designed to notify your account team 90 days prior to the software expiration date; however, 120 days prior to the expiration date, the renewal is assigned to the AE managing your account. Working closely with the member, SHI can learn when and how often they would like quotes sent and how many days prior to software expiration dates they prefer notification.

Your SHI account team then actively works with the customer's procurement team, IT department, or designated point of contact to review options. Regular follow-up continues until the purchase order is placed or the customer indicates that they are no longer interested in renewing the maintenance or support agreement.
When the customer receives an email containing a renewal reminder, they are given the following three options:
- Option 1: "Yes, please send me a quote."
- Option 2: "No, Thanks."
- Option 3: "I would like to schedule a meeting to discuss."

The renewal reminder also gives the following information about software renewal: software expiration date, software publisher, product, SKU, order date, purchase order number, invoice number, and invoice date.

If an IT asset was not purchased through SHI and the customer completes the PRO form to allow SHI to track the asset, SHI only receives the expiration date of the software, software publisher, product, and SKU.

The customer need only click on option 1, 2, or 3 to send a response back to their account team.

Through our PRO tool, we offer proactive management of maintenance, warranty, and support plans that save time and money. With the customer's permission, any products purchased from SHI—or elsewhere—with an expiration date of any kind can be loaded into your renewal organizer. SHI does not see prices for IT assets purchased outside of SHI.

Quotes
In addition to renewals, the PRO tool tracks quotes. At any time, a customer can log in to their SHI.com portal and view their quotes. We keep a complete database of all quotes; however, SHI does not have access to any quotes provided by other resellers because quotes include pricing information.

Sometimes, upon renewal, vendors require a new quote altogether. Our system notifies us of vendor preferences and gives SHI the opportunity to negotiate with vendors on your behalf. This eliminates any additional work on your end. SHI does the work for you, collaborating and negotiating with vendors to provide quotes that best meet your needs.

PRO Timeline
The PRO Timeline is an interactive tool that displays upcoming renewals for the customer's OEMs.
- Users can click the reporting icon to run an in-depth report on the PRO Renewals. Reports can be exported and emailed to a co-worker as well.
- Users can also view a history of the original order.

Through the renewal timeline, SHI provides visibility and clarity around renewals for your organization, complementing the workflow of your own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances, SHI's PRM service even replaces or fills a void in our customers' existing workflows.

Benefits of PRO
In addition to the timeline, our PRO platform has several built-in dashboards and reports to facilitate ease of use. Additionally, you can click on the PRO Renewal Timeline to view more details. If you need to share the timeline within your organization, the timeline can be exported into Excel.

Moving Renewal Management to SHI
We have extensive experience onboarding new customers and importing their license data for future reporting and renewals. SHI onboards hundreds of new customers every year, and the process for onboarding will vary depending on the size, scope, and licensing needs of the customer. SHI's account team collaborates directly with the customer and software publishers to identify and gather necessary information on each

		licensing program and agreement. Once we receive the contract information, we populate our PRO tool database and grant your organization access. To minimize hassle, your account team and our software licensing experts work with you to complete and submit the necessary change of reseller form or process. The PRO Authorization form permits SHI to pull licensing history from manufacturers and publishers, including anything purchased elsewhere. The form provides the licensing type, quantity, coverage terms, and entitlement or agreement numbers, but does not give SHI access to previous pricing. The sole purpose of the PRO Authorization form is to help SHI better track your purchases so that we can better support your organization in the future. Just like the PRO Renewal Management service—the PRO Authorization form is optional for customers to complete. Sustained Value-added Benefit SHI's Proactive Renewal Management is a free value-added service for all our customers. The PRO tool gives your organization peace of mind, proactively managing maintenance, warranty, and support plans. With products purchased through SHI automatically loaded into your renewal organizer and quotes automatically sent to you 90 days before the expiration of the service, you can rest assured that SHI keeps track of your software assets. Speak with your account team to find out how to maximize the benefits of Proactive Renewal Management for your organization. Product security patches/fixes and updates for third-party products SHI resells are the responsibility of the manufacturer.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	SHI.com is SHI's single-source procurement platform available to all SHI customers. With over 470,000 products available, our platform offers the latest functionality in a user-friendly interface. From the comfort of the office, members can access the most recent catalog features, customization options, approval routing, workflow, reporting, order status, and our PRO Renewal Organizer (PRO) Timeline. SHI's procurement platform provides an efficient and intuitive way to access your customized catalog of products and procure any of those products at any time. SHI.com's business-to-business functionality includes innovative custom catalog capabilities that provide personalized views of product information and enable you to find and compare SHI's products, view key metrics (like frequently viewed products and contract or standard items), and simplify purchasing. Access Each authorized user within an organization has a username and password that automatically links them to the approved customer catalog with your contracted pricing. A manager with employee admin permissions can create and disable user accounts. The platform is designed to support self-service functions, including registering new users — of which there is no limit. As an IT company, we take privacy and security seriously. Your information will not be shared with software publishers or third parties without explicit permission. Search Features Customers can easily find products using our intuitive search functionality. You can select up to five products to compare item features side-by-side. In the product details of a viewed item, you can also add an item to your favorites list. SHI delivers a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products, contracts, or standard items. Our catalog is updated daily with the latest information from our partners. SHI.com shows product availability, and if the stock is not currently available, the catalog displays an ETA for quantity and time frame for restocking. If the product in question is out of stock, SHI recommends engaging your dedicated SHI account team for further assistance. We may be able to recommend an alternative option that is currently available. For products not listed in the catalog, your sales representatives have the ability to upload a tailored quote to the website. This quotation can be conveniently added to the shopping cart to streamline the ordering process, eliminating the requirement for a separate non-catalog buying procedure. Order Placement SHI provides an easy-to-use Checkout Process that can also be customized to your specifications: • Users can save addresses to an address book to easily select the appropriate ship-to address. • Custom Data Collection—we will create fields to collect the information you need about the purchases your employees make (department, project code, cost center, and so on).

		• For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase. • See the freight based on the shipping address entered. Some customers require that additional information be captured with each hardware purchase. Therefore, SHI has designed an “interview page” to collect pertinent information. Order Tracking SHI.com provides a wide range of search options to quickly locate and view order statuses, tracking information, serial numbers, and invoices. Returns Our return process is simple. To request a return, contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website. Your Inside Account Manager will then provide you with a return authorization (RMA) number and a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the product picked up directly. Once the return has been fully processed, SHI will credit the customer’s invoice. In addition, we send out replacement orders before receiving returns to expedite the process for the customer. More information and details are available at SHI’s Return policy. Approval Routing Only authorized users within your organization can submit orders on SHI.com. However, many of our Public Sector customers allow their employees to request products, but not place orders. To accommodate ordering for those employees, SHI provides approval routing through SHI.com. With support for as many levels as your organization requires, requisitions are forwarded to the appropriate people for approval. Once an order is approved, the requestor (and anyone else listed to receive notices) will receive an email confirming approval; the order will then be uploaded into SHI’s internal order processing system. Reporting The ability to run real-time reports on SHI.com is based on permissions assigned to the usernames; so only authorized users within the organization can run reports. Your SHI account team can also run reports and set up email delivery directly to you. All reports can be set up on a subscription basis and delivered automatically daily, weekly, quarterly, or in whatever frequency you choose. Business intelligence (BI) data is refreshed hourly from our ERP system where the order and invoice data are captured. Data is up to date in BI within one to two hours of when the order is invoiced in our ERP system. Customization SHI adds relevant content to the website regularly and offers tremendous customization. On your SHI.com homepage, we can display your logo, welcome messaging, highlight featured products and company standards. Also, the News and Announcement section can provide pertinent product announcements, end-of-life information, support information, promotions, webinars or unique event invitations, and other industry news that may be of interest to your organization. SHI will notify your procurement team of any information before it gets posted. Communication with your Account Executive will enable blanket purchase orders to be built into our internal AX application and customized messages to be displayed on the website. Additional customization includes: • Set up users by groups: Purchasers, IT Department, Accounting. • Custom Checkout and Pre-loaded address list. • Setup basic Approval Routing. • Create custom product configurations. Training To better help your organization use the many features SHI.com has to offer, SHI's ecommerce specialists provide training to employees authorized to access Your Home @ SHI.com. We will work with Sourcewell to determine the training program and schedule that works best for you.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	(•) Yes ( ) No	These services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(•) Yes ( ) No	These products and services are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(•) Yes ( ) No	These products are included as part of SHI's entire catalog of products and services offered as part of Category 1 for this contract.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	SHI's security experts help customers understand the components of a Zero Trust program, how they fit together, and what technologies support it, and then help them select those technologies based on deep technical proficiency. Zero Trust assessments cover the customer's entire environment from their end-users, devices, networks, and applications to data. Benefits of a Zero Trust program: • Improve overall security posture • Improve end-user experience and productivity • Transform the way security teams work together • Simplify the security stack • Optimized security costs

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	SHI Security Solution Architects (SSA) are responsible for the delivery of security practice-specific project-based client engagements. The SSA evaluates client business and technical requirements and develops enterprise-wide critical security control-based solutions. With an average of 8-20 years of industry experience, the SSAs serve in different roles within organizations and have acquired a diverse security background formulated from business verticals such as financial, automotive, insurance, life science, technology, and public sector establishments. Our SSA team members' expertise includes policy and procedural development aligned with industry frameworks and supporting industry compliance regulations such as, but not limited to, ISO 27001, NIST/FISMA, HIPAA, CJIS, and PCI standards. Delivery formats provided as a part of our engagement strategy include security workshops, architecture rationalization capability, and recommendation and roadmap development. Team members hold an average of two to five certifications, such as, but not limited, to: • Certified Information Security Manager/Auditor (CISM/CISA) • SANS Global Information Assurance Certification (GIAC; GSEC; GCIH; GICSP; GPEN) • Certified Information Systems Security Professional (CISSP) • Certified Ethical Hacker (CEH) • Information Technology Infrastructure Library (ITIL v3) • Certified Cloud Security Professional (CCSP) • Over 100 Industry Partner Certifications including but not limited to: CISCO (CCIE); (CCNP); Palo Alto (PCNSE); Fortinet (NSE) Checkpoint (CCSE) and many others. SHI will also assign a Project Manager (PM) to manage the overall delivery of each project. Our qualified Project Managers cover all aspects of formal project management, from the "initiating" phase through "closing". Please see attachment titled "SHI Technical Certifications."
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	Please see attachment titled "SHI Technical Certifications."
93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	SHI's cloud support services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you stay on track with a secure, cost-efficient, and optimized cloud environment. Our certified solutions architects and technical consultants combine their expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies. Our support services include: • Cloud Platform(s) Service Onboarding: Cloud adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges while guiding best practices. • Net Terms Billing: Organizations need flexible payment terms to consider their financial options, including capital expenditure (CAPEX) vs. operational expenditure (OPEX) financial models, extended net term billing and financing opportunities, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provides a variety of billing options that fit your specific needs. • Reporting and Analytics: Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view and provide a guided analysis based on years of consulting experience helping clients implement cloud solutions. • Always Available Support: When you have a critical issue, you must trust that you can count on world-class customer support for your cloud solution. Our cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey. • Cloud Spend Optimization: Cloud costs do not have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure. • Advisory Services: Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you. • Volume Licensing Expertise: We can help you move your licenses to the cloud, select the right buying programs, maintain licensing compliance, and limit the risk of audits. Our licensing experts will identify, monitor, and optimize your software assets to

ensure you receive the most value in your IT investment.

SHI support services and managed services are broken down into four categories – migrate, optimize, modernize, and manage—and no matter what stage you are in your cloud journey, SHI's cloud-certified experts can help you accomplish your goals.

Migrate
Cloud-based solutions have changed the dynamics of pre-sales, acquisition, and ongoing IT management. To keep up with growing demand and emerging technology, SHI has developed processes and support to address cloud consumption-based models, and we have resources dedicated to emerging partners to help our customers realize their single-cloud, multi-cloud, or hybrid-cloud strategy faster and more cost-effectively. SHI offers the following services for cloud migration:
- Assessments: Understand the costs of moving to public cloud for server infrastructure and licensing.
- Landing Zones: A solid foundation built within the cloud, using code as infrastructure.
- Lift and Shift Migration: Helps customers migrate to the cloud quickly and easily, by taking existing virtual infrastructure and moving it to the cloud with minimal modifications.
- Data Center Evacuation: Enables organizations to rapidly evacuate data, migrating to cloud infrastructure.

Optimize
SHI offers a selection of cloud optimization services ranging from a high-level summary of potential savings to a managed service. These services enable organizations to improve cloud governance as well as identify and remediate cloud waste to save between 30 and 50 percent of their cloud spend. SHI provides the following services and benefits as a support or a managed service:
- Summary of potential savings
- Access to optimization platform
- Technical support for optimization platform
- Management of reserved instances
- Management of savings plans
- Regular meetings to review optimization recommendations
- Custom reporting
- Technical guidance on application refactoring to reduce cost (managed only)
- Implementation of recommendations (managed only)

*Frequency of cadence meetings and level of customization depend on the monthly consumption.

Modernize
SHI helps customers modernize cloud infrastructure through automation, DevOps, refactoring, and re-platforming. Our process begins with a discovery of your people, process, and technology and includes the following services for cloud modernization:
- Cloud Architecture Reviews: Align your organizational priorities when building secure software from the ground up. Identify and highlight all security weaknesses or critical issues in your applications.
- Automation: Work within the confines of instructions, tools, and frameworks to carry out tasks with little to no human intervention.
- Containers/Kubernetes: Decouple applications from underlying host infrastructure using a ready-to-run software package, containing everything needed to run an application: the code and any runtime required, application and system libraries, and default values for essential settings. This makes deployment easier in different cloud environments.
- DevOps: Combine development and operation to increase the efficiency, speed, and security of software development and delivery compared to traditional processes.
- Re-factor and Re-platform: Modify applications or migrate to an alternate platform to better support cloud-based operations.

Manage
SHI helps organizations monitor, secure, and manage their cloud environment, allowing customers more time to focus on innovation and business objectives. SHI can manage patching, monitoring, and uptime, providing consistent support in the case of employee turnover. This solves the knowledge gap as skillsets evolve into cloud operations and provides cost savings compared to direct vendor support. Organizations can expect a named technical account manager (TAM), 24/7 support, and incident and service request management.

94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	No matter where you are in your cloud journey, from your first venture into the cloud to optimizing or refactoring existing applications, SHI's cloud experts can help make your cloud strategy smarter, more agile, and better value for money. SHI's cloud practice provides customers with infrastructure from major Cloud Service Providers (CSPs)—Microsoft Azure, Amazon Web Service (AWS), and Google Cloud Platform (GCP)—utilizing a wide range of configurations, including private, on-premises, public, hybrid, and multi-cloud. In addition, we can offer end-to-end consulting services to help you assess, design, build, migrate, optimize, modernize, and manage your cloud environment. With this combination of products, partnerships, support, and expertise, we are confident we can help Sourcewell members drive positive business outcomes as they work to streamline their cloud configuration. Partnering with SHI can help modernize data center and cloud architecture, connect and collaborate with your workforce, secure your environment, and optimize your procurement processes.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.
97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	These services are included as part of SHI's full catalog of services offered under Category 1 for this contract.

Table 178: Category 3 - Industry Specific Questions

Table 178: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	Specific to our ITAD (IT Asset Destruction/Disposal), SHI has the following compliance certifications: • ISO 45001 Health and Safety • E-Stewards • ISO 14001 • ISO 27001 • R2 2013 Responsible Recycling SHI is International Organization for Standardization (ISO) compliant. SHI currently holds the following ISO certifications: • Current registration to the ISO9001:2015 standard • Original registration effective on February 8, 2012 • Current registration expiration on February 4, 2024 Departments in the scope: • Warehouse (receiving, picking, packing, shipping) • Configuration Center • IT data storage, back-up, and recovery • Returns • Purchasing As an ISO 9001:2015 registered company (except for design), SHI commits to maintaining our customers as the center of our business, understanding our customers' requirements, and meeting and exceeding those requirements in delivering configurable hardware products. SHI brings broad knowledge based on our customer and partner experiences and our desire to drive constant improvements across SHI to continue to deliver the excellence in execution required by our customers.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	SHI, along with our partner network, can perform Three Pass Data Erasure that is DoD or NIST standard 800-88 compliant depending on the customer requirements. We also provide asset recovery/remarking, hard drive destruction (HDD) shredding, certificates of destruction, EPA-compliant asset disposal, chain of custody reporting, and hardware redeployment.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - SHI Response- Sourcewell Financial information.pdf - Wednesday December 13, 2023 18:22:52
- Marketing Plan/Samples - SHI Marketing Samples.zip - Thursday December 14, 2023 09:30:41
- WMBE/MBE/SBE or Related Certificates - SHI Response- Sourcwell MWBE.pdf - Thursday December 14, 2023 12:24:09
- Warranty Information (optional)
- Standard Transaction Document Samples - SHI Response- Sourcewell Standard Transaction Document Samples.zip - Monday December 18, 2023 10:32:32
- Requested Exceptions - RFP_121923_Technology_Products_Contract_Template (12.18.23).docx - Monday December 18, 2023 15:58:06
- Upload Additional Document - SHI Response- Additional Documents.zip - Monday December 18, 2023 16:22:15
- Pricing - Category 1 - SHI Sourcewell Pricing 121923.pdf - Monday December 18, 2023 10:09:12
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maya Lynch, Proposal Specialist, SHI International Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 121923-SHI

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 11/7/2024 | 1:00 PM CST

SHI International Corp.

By: DocuSigned by: Kristina Mann EA418E789F09404...

Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:38 PM EST

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: November 24, 2025

From: Melissa Arriaga, (Director of Human Resources), Hosea Goodwyn, (Procurement Manager)

Subject: Purchase request for five hundred and fifteen (515) Visa gift cards to be distributed to regular full-time and part-time employees for the holidays for the amount of $52,377.75 from **Corporate Traditions.**

Staff Recommendation:
Staff respectfully recommends that the City Commission authorize the purchase of five hundred fifteen (515) Visa gift cards from Corporate Traditions in the total amount of $52,377.75 for distribution to the City's regular full-time and part-time employees during the holiday season.

Analysis:
The City of Leesburg proposes the purchase of five hundred and fifteen (515) Visa gift cards to recognize and express appreciation for employees' continued dedication and service throughout the year. Distributing these gift cards during the holiday season aligns with the City's ongoing efforts to promote employee morale, acknowledge staff contributions, and foster a positive and supportive work environment.

Procurement Analysis:
The City has selected Corporate Traditions based on their proven history of providing similar services to the City over several years. The vendor has consistently demonstrated exceptional customer service and reliability in meeting critical event deadlines. Given their established performance and familiarity with the City's requirements, Corporate Traditions represents the most efficient and effective choice for this purchase. The City anticipates initiating a formal Invitation to Bid (ITB) process in 2026 to ensure continued competitiveness and compliance with procurement policies.

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current budget includes funding for this purchase.

Account No.	001-1111-511-4810
Requisition	58076

Budget	$53,500.00
Available	$53,500.00

Corporate Traditions, INC.

1850 W Ashton Blvd
Suite 500
Lehi UT 84048

800-872-3214
Gifts@CorporateTraditions.com
www.corporatetraditions.com

CORPORATE TRADITIONS

BILLED TO
City of Leesburg

QUOTE

QUOTE NUMBER
54292-AU

DATE OF ISSUE
11/6/2025

DESCRIPTION OF ORDER	QTY	UNIT VALUE	FEE	AMOUNT
Plastic Visa Gift Cards	515	$100.00	$1.65	$52,349.75

SUBTOTAL	$52,349.75
SHIPPING & HANDLING	$28.00

INVOICE TOTAL
$52,377.75

TERMS
Please send check, made payable, to Corporate Traditions, to the address above.
We also accept an ACH or bank transfer.

CREDIT CARD
If payment is required by credit card, we can send you a link to pay online by request.
There is a 3% fee associated with credit card processing payments.

NOTE
If payment is not received within 45 days (Unless agreed upon a later day)
from the date the invoice is received, there will be a 3% interest fee added to the
invoice total each month thereafter.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: November 24, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Purchase request approving the removal and replacement of the library's existing carpet at a total cost of $346,161.76, to be completed by **Tarkett USA Inc.**, an authorized vendor under Florida State Contract #30161700-24-SRCWL-ACS.

Staff Recommendation:
Staff respectfully recommends that the City Commission approve the removal and replacement of the library's existing carpet in the total amount of $346,161.76.

Analysis:
The current carpet in the library, originally installed in 2007, has been regularly maintained, cleaned, and partially repaired using attic stock; however, it now exhibits significant wear and tear, with irreparable damage and permanent staining in high-traffic areas. Replacing the aging carpet will enhance the library's appearance and functionality, ensuring it continues to reflect the pride of the community. As a prominent downtown landmark and active public gathering space welcoming approximately 10,000 visitors each month, the library deserves an updated, durable flooring solution that supports its role as a civic centerpiece.

Procurement Analysis:
The City is utilizing a piggyback contract through Florida State Contract #30161700-24-SRCWL-ACS, in accordance with established procurement policies. A formal quote has been obtained from Tarkett USA, Inc., the authorized vendor under this contract, ensuring compliance with competitive purchasing standards and facilitating cost-effective acquisition of goods and services.

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The current Capital Projects budget includes funding for this project.

Account No.	031-5193-519-6210
Project No.	310051
WF No.	WF1677112/1

Requisition	58080
Budget	$350,000.00
Available	$350,000.00

Advance Procurement Plan

City of Leesburg Purchasing Division

I. REQUESTOR INFORMATION

1. Date	2. Requisition No.	3. Requested By	4. Phone No.
November 07, 2025		James Grindrod/Dusty Mathews	203-257-8114

5. Department / Division	6. Name of Director
Public Works / Faciliteis	Cliff Kelsey

II. PROJECT INFORMATION

A. General Information

1. Project Name or Procurement Title	2. Delivery/Needed By Date
Library RE-Carpeting	November 25, 2025

3. Assigned Project Manager / Lead

4. Product or Service Description

Remove Old carpeting and dispose of old carpeting. Install 3074 yards of new carpeting and cove base. Move all Library furniture for project.

5. Business Need

B. Fiscal Information

1. Overall Project Budget Amount	2. Budget Amount Available	3. Budget Amount This Purchase	4. Are additional funds available if needed?
$ 346,161.76	$ 346,161.76	$ 346,161.76	☐ YES ☒ NO

5. Funding Source
031-5193-519-6210

C. Technical Specifications

1. Technical Specifications and/or drawings completed?	3. Person responsible for specifications?	3. Specifications provided by:
☐ YES ☐ NO		☐ E-mail ☐ Uploaded to network drive

3a. E-mailed to:	3b. Date Specifications Sent	3c. Network file location

Advance Procurement Plan

City of Leesburg Purchasing Division

D. Stakeholders

1. Stakeholder Name	2. Entity Name	3. Phone Number	3. E-mail Address

E. Planning Information

1. Known constraints related to this procurement

2. Assumptions known to be true affecting this procurement.

Past performance with Tarkett has been of the highest quality both in workmanship and product. Tarkett has done several large project for the City. Re-carpeting project at the Venetian center and installed planking at the Cities Police Dept. There products are superior and this company understands our standards. Tarkett does hold a state contract.

III. SUPPLEMENTAL FORMS CHECKLIST

1. Is this procurement grant funded? ☐ YES ☒ NO

2. Is this a construction or public work? ☒ YES ☐ NO

3. Is this a procurement of professional services? ☒ YES ☐ NO

IV. APPROVAL

I have reviewed this Advance Procurement Plan including applicable supplements prepared by my department. My signature below certifies the funds have been budgeted and are available for the project. I further authorize the Purchasing Division to start the solicitation process upon receipt of this form and electronic purchase requisition.

Department Head Signature

07NOV25

Date Approved

PROCUREMENT OFFICE USE ONLY

Tarkett

10/10/2025

Project # 961000
Revision #:
Revision Date:

Dusty Matthews
City of Leesburg

RE: Flooring Proposal for: 961000 City Of Leesburg Library

We are pleased to provide the following quotation for the above referenced facility.
Pricing is based on the Tarkett/State of Florida Contract #30161700-24-SRCWL-ACS.

MAIN BID

Style	*Color Name*	*Quantity*	*UoM*		*Unit Price*		*Line Total*
CARPET MATERIALS							
Abrasive Action ER3® Modular Tile + RS 24x24		306.82	YD2	@	$ 73.54	$	22,563.54
Guardian Nxt ER3® Modular Tile + RS 24x24		3,166.83	YD2	@	$ 33.10	$	104,821.91
C-36E Floor Primer - 4 gal.		25	EA	@	$ 62.37	$	1,559.27
LABOR							
Carpet Installation - Modular Tile		3,074	YD2	@	$ 9.59	$	29,479.66
Install Primer		27,667	FT2	@	$ 0.28	$	7,746.76
Additional Cost for After Hours Installation		2,000	YD2	@	$ 4.51	$	9,020.00
Tarkett Base (6" and above) - FURNISH AND INSTALL		2,300	FT	@	$ 4.51	$	10,373.00
Carpet Removal - Modular Tile		3,009	YD2	@	$ 4.51	$	13,570.59
Carpet Disposal		3,009	YD2	@	$ 0.91	$	2,738.19
Dumpster Fees		2	EA	@	$ 958.66	$	1,917.32
VCT Removal		2,230	FT2	@	$ 1.13	$	2,519.90
LVT Removal		578	FT2	@	$ 1.38	$	797.64
Resilient Disposal		2,808	FT2	@	$ 1.97	$	5,531.76
Removal and Disposal of Cove Base		2,362	FT	@	$ 0.70	$	1,653.40
89% Glue Removal		27,667	FT2	@	$ 0.39	$	10,790.13
Library Lift		3,009	YD2	@	$ 30.45	$	91,624.05
Floor Prep - Material and Labor		27,667	FT2	@	$ 0.39	$	10,790.13
Moisture Testing F&I		31	EA	@	$ 112.78	$	3,496.18
National 5700		27,667	FT2	@	$ 0.35	$	9,683.45
ME001 Black Pearl Supplied and Installed		120	FT	@	$ 7.53	$	903.60
Walk-Off		5	EA	@	$ 115.81	$	579.05
S1 Freight						$	4,002.23
					Subtotal	$	**346,161.76**
					Estimated Sales Tax	$	-
					TOTAL	$	**346,161.76**

Line Total
2,559.60
270.35
1,587.30
543.53
947.57
70.00
187.59

Tarkett

10/10/2025

Project # 961000
Revision #:
Revision Date:

EXCLUSIONS (unless specifically included in the above scope of work):

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet

TERMS OF PAYMENT: (Subject to Credit Approval) **Net 30 Days**
* All Materials and Labor - Payment due within terms of each invoice (materials will be invoiced upon shipment, labor will be invoiced upon completion or as phased).

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that we are a made to order mill and we cannot commence production until a signed PO or contract is received.

Note that normal lead times are as follows:
- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, four to six weeks plus shipping;
- Custom Carpets, six to eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote. Please contact our Technical Services Department for more details.

Please let me know if you have any questions or indicate your acceptance of this proposal by returning your signed purchase order or fully-executed contract via email.

We look forward to working with you on this project.

Sincerely,

Maria Chavarria-Ortiz

Maria Chavarria-Ortiz
Account Coordinator
Source One Department
maria.chavarria-ortiz@tarkett.com

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: November 24, 2025

From: Hosea Goodwyn, (Procurement Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with T B Landmark Construction, Inc., to abandon and install 1,500 feet of 6-inch natural gas main along Highway 27 to support the Florida Department of Transportation's Highway 27 widening project; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 26-002-HG to T B Landmark Construction, Inc. and approval of the Resolution authorizing the Services Agreement for an amount of $425,000.00.

Analysis:
The Florida Department of Transportation (FDOT) is widening the turnpike from four lanes to eight lanes and lengthening it by 400 linear feet (LF) in both directions, east and west. Sheet piling used in their future construction conflicts with the City's existing gas utility pipe. This project is needed to locate existing utilities to accommodate FDOT's project.

Procurement Analysis:
On November 5, 2025, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-002-HG, U.S. Highway 27 Utility (Gas) Turnpike Relocation Project. Procurement reviewed submittals for responsiveness. Gas Department staff reviewed the submittals for conformance to the requirements of this solicitation and determined T B Landmark Construction, Inc. as the lowest, responsible, and qualified bidder. Summary of Bid is provided below:

SUMMARY OF BIDS

Vendor	Bid Amount
T B Landmark Construction, Inc.	$425,000.00
Precision Pipeline, LLC	Non-Responsive

Information:
Document Takers (#): 27. Submittals Received (#): 2.

Options:

1. Approve award of IFB 26-002-HG and approval of the resolution authorizing execution of the agreement with T B Landmark Construction, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Gas Capital Projects budget includes funding for this agreement.

Account No.	04220995323410
Project No.	420002
WF No.	WF1663591 / 2
Requisition	57796
Budget	$687,500.00
Available	$687,500.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH T B LANDMARK CONSTRUCTION, INC., TO ABANDON AND INSTALL 1,500 FEET OF 6-INCH NATURAL GAS MAIN ALONG HIGHWAY 27 TO SUPPORT THE FLORIDA DEPARTMENT OF TRANSPORTATION'S HIGHWAY 27 WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with T B Landmark Construction, Inc., whose address is 11220 New Berlin Road, Jacksonville, Florida 32226, for Construction Services to abandon and install 1,500 feet of 6-inch natural gas main along Highway 27 to support the Florida Department of Transportation's Highway 27 widening project (IFB 26-001-HG).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. 26002
U.S HIGHWAY 27 UTILITY (GAS) TURNPIKE RELOCATION PROJECT

THIS AGREEMENT is made as of the 24th day of November in the year 2025, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **T B Landmark Construction, Inc.** whose address is 11220 New Berlin Road, Jacksonville, FL 32226 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 26-002-HG, U.S. Highway 27 Utility (Gas) Turnpike Relocation Project; and
   c. CONTRACTOR response to IFB 26-002-HG included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **"U.S. Highway 27 Utility (Gas) Turnpike Relocation Project"** to the CITY as listed in Invitation for Bid 26-001-HG. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$425,000.00.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **NINETY DAYS (90) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. Liquidated Damages. The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

   If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS **($1,685)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

   Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this

Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

12. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

13. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
   i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
   ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
   iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
   iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
   v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
   vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive

than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee with $500,000 policy limit for disease.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties

under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. **Codes, Laws, and Regulations**. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

19. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECOREDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

21. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

22. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

23. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

24. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

25. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

26. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

27. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR:

T B Landmark Construction, Inc.
Martin Adams, General Manager
11220 New Berlin Road
Jacksonville, FL 32226
352-493-7782
estimating@tblandmark.com

If to City of Leesburg:

City of Leesburg
Hosea Goodwyn, Procurement Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
hosea.goodwyn@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **Approval of Personnel**. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

32. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

34. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

36. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract

with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

37. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

38. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

T B LANDMARK CONSTRUCTION, INC.

By: _____

Printed: Martin Adams

Its: General Manager
(Title)

CITY OF LEESBURG, FLORIDA

_____
Alan Reisman, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Exhibit 'A'

NAME OF BIDDER: T B Landmark Construction, Inc.

IFB 26-002-HG ATTACHMENT C – REVISED ITEMIZED PRICE SCHEDULE

Date: October 30, 2025

Project Name: US-27 Utility (Gas) Relocation at Florida's Turnpike

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	$66,950.00	$66,950.00
2	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00
3	Construction Staking/As Built	1	LS	$11,000.00	$11,000.00
4	Density Testing	1	LS	$2,500.00	$2,500.00
5	Pressure Test Gas Main	1	LS	$12,500.00	$12,500.00
6	Erosion Control/Silt Fence	1	LS	$2,800.00	$2,800.00
7	Trench Safety & Temporary Shoring	1	LS	$3,000.00	$3,000.00
8	Install 6" Epoxy Covered API 5 LX42 Via Open Trench (Material supplied by City)	450	LF	$188.00	$84,600.00
9	Install 6" Epoxy Covered API 5 LX42 Via Directional Drill (Material supplied by City)	850	LF	$191.00	$162,350.00
10	Install 6" Fittings (Material supplied by City)	1	LS	$17,000.00	$17,000.00
11	Connect to Existing Gas Main	2	EA	$22,050.00	$44,100.00
12	Grout Fill 6" Pipe	10	CY	$1,020.00	$10,200.00
13	Restoration – Bahia Sod	500	SY	$6.00	$3,000.00
				Total:	425,000.00

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. **DEFINITIONS**

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.

b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.

c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.

d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.

e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.

f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.

i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.

j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.

k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
b. Designation of Personnel representing the parties in Contract, and the Engineer.
c. Use of premises by CITY and the CONTRACTOR.
d. Survey layout and scheduling.
e. Security and housekeeping procedures.
f. Requirements for start-up of equipment.
g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
    i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
    ii. Each RFI shall be given a discrete, consecutive number.

iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.

b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
   i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
   ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
   iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
   i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
   ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.

d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
   i. Approval of submittals
   ii. Approval of substitutions
   iii. Changes that entail change in Contract Time and Contract Sum
   iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. **SUBMITTAL REQUIREMENTS OF CONTRACTOR**

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORs destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.

b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the CITY, it's Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
e. Damage to another CONTRACTOR.

f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. **FINAL PAYMENT APPLICATION**

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

a. Completion of Project closeout requirements.
b. Completion of items specified for completion after Substantial Completion.
c. Assurance that unsettled claims will be settled.
d. Transmittal of required project construction records to CITY.
e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To ensure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. **SAFETY AND PRECAUTION**

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. all employees on the Work and other persons and organizations who may be affected thereby;
b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. **PHYSICAL CONDITIONS**

a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).
All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than $25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds $25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.
The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

T B Landmark
CONSTRUCTION, Inc.

LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 18th day of January, 2024.

Robin Thigpen, President
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY ROBIN THIGPEN.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

Accepted by:

Martin Adams, General Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 18TH DAY OF JANUARY, 2024 BY MARTIN ADAMS.

(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2026

KYNDELL MICHELLE BENDER
Notary Public - State of Florida
Commission # HH 254659
My Comm. Expires Jul 9, 2026
Bonded through National Notary Assn.

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.5.

Meeting Date: November 24, 2025

From: Hosea Goodwyn, (Procurement Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Construction Services Agreement with General Underground, LLC., to replace 1,000 linear feet of sewer and water pipes to support the Florida Department of Transportation's Highway 27 widening project; and providing an effective date.

Staff Recommendation:
Staff recommends award of Invitation for Bid (IFB) 26-001-HG to General Underground, LLC and approval of the Resolution authorizing the Services Agreement for an amount of $729,100.00.

Analysis:
The Florida Department of Transportation (FDOT) is widening the turnpike from four lanes to eight lanes and lengthening it by 400 linear feet (LF) in both directions, east and west. Sheet piling used in their future construction conflicts with the City's existing water and sewer pipes. This project is needed to locate existing utilities to accommodate FDOT's project.

Procurement Analysis:
On November 5, 2025, the Procurement Division opened and publicly read aloud submittals for Invitation for Bid (IFB) No. 26-001-HG, U.S. Highway 27 Utility (Sewer/Water) Turnpike Relocation Project. Procurement reviewed submittals for responsiveness. Public Works staff reviewed the submittals for conformance to the requirements of this solicitation and determined General Underground Construction, LLC as the lowest, responsible, and qualified bidder. Summary of Bid is provided below:

SUMMARY OF BIDS

General Underground, LLC	$729,100.00
Midsouth, Inc.	$753,727.00
Cathcart Construction Company-Florida, LLC	$862,298.06
Accurate Drilling Systems	$893,775.00
Frymyer Construction & Development, Inc.	$997,270.00
AMCON Development Group, LLC	$999,587.85
T B Landmark Construction, Inc.	$1,086,596.00
Bulldog Sitework, LLC	$1,212,552.11

Options:

1. Approve award of IFB 26-001-HG and approval of the resolution authorizing execution of the agreement with General Underground, LLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The project was included in the FY 25 Wastewater Capital Projects Budget. Funds will be rolled into the current year.

Account No.	04440995356310
Project No.	440002
WF No.	WF1573596 / 1
Requisition	57784
Budget	$1,497,500.00
Available	$1,446,483.09

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH GENERAL UNDERGROUND, LLC., TO REPLACE 1,000 LINEAR FEET OF SEWER AND WATER PIPES TO SUPPORT THE FLORIDA DEPARTMENT OF TRANSPORTATION'S HIGHWAY 27 WIDENING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with General Underground, LLC, whose address is 186 S. Euclid Avenue, Lake Helen, Florida 32744, for a Construction Services Agreement to replace 1,000 linear feet of sewer and water pipes to support the Florida Department of Transportations Highway 27 widening project (IFB 26-001-HG).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT
Contract No. 26001
U.S HIGHWAY 27 UTILITY (SEWER/WATER) TURNPIKE RELOCATION PROJECT

THIS AGREEMENT is made as of the 24th day of November in the year 2025, between **The City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **General Underground, LLC** whose address is 186 South Euclid Avenue, Lake Helen, FL 32744 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.
   a. This Agreement; and
   b. Invitation for Bid (IFB) 26-001-HG, U.S. Highway 27 Utility (Sewer/Water) Turnpike Relocation Project; and
   c. CONTRACTOR response to IFB 26-001-HG included as Exhibit 'A'; and
   d. All addendums; and
   e. Exhibit B – Supplemental Conditions – Construction

2. **Scope of Services**. The CONTRACTOR shall furnish the following services generally described as the **"U.S. Highway 27 Utility (Sewer/Water) Turnpike Relocation Project"** to the CITY as listed in Invitation for Bid 26-001-HG. Nothing herein shall limit the CITY's right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **$729,100.00.** The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion no later than **NINETY DAYS (90) DAYS** continuous calendar days after the CITY issues a Notice to Proceed and Final Completion no later **THIRTY (30)** days after the recorded substantial completion date, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. Liquidated Damages. The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

   If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE THOUSAND SIX HUNDRED AND EIGHTY-FIVE DOLLARS **($1,685)** per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The value of Liquidated Damage in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridge Construction, Section 8-10. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

   Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this

Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

12. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

13. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.

ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
   i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
   ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
   iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
   iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
   v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
   vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive

than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee with $500,000 policy limit for disease.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties

under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If, however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars ($1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. **Codes, Laws, and Regulations**. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

19. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGADING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECOREDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

21. **Access to Records**. The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

22. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

23. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

24. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

25. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

26. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

27. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

28. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR:
General Underground, LLC
Chris Brown, Managing Member
186 South Euclid Avenue
Lady Helen, FL 32744
352-493-7782
chrisbrown@generalunderground.com

If to City of Leesburg:
City of Leesburg
Hosea Goodwyn, Procurement Manager
501 West Meadow Street
Leesburg, Florida 34748
352-728-9880
hosea.goodwyn@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **Approval of Personnel**. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

32. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

34. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

36. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract

with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

37. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

38. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

GENERAL UNDERGROUND, LLC

By: _____

Printed: Chris Brown

Its: Managing Member
(Title)

CITY OF LEESBURG, FLORIDA

_____
Alan Reisman, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Watson, City Attorney

Exhibit 'A'

NAME OF BIDDER: General Underground, LLC

IFB 26-001-HG ATTACHMENT C – REVISED ITEMIZED PRICE SCHEDULE

Date: October 30, 2025

Project Name:US-27 Utility (Sewer/Water) Relocation at Florida's Turnpike

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	$50,000.00	$50,000.00
2	Maintenance of Traffic	1	LS	$23,000.00	$23,000.00
3	Construction Staking/As Built	1	LS	$10,500.00	$10,500.00
4	Density Testing	1	LS	$4,000.00	$4,000.00
5	Pressure Test Force Main	1	LS	$5,000.00	$5,000.00
6	Pressure Test Water Main	1	LS	$5,000.00	$5,000.00
7	Erosion Control/Silt Fence	1	LS	$20,000.00	$20,000.00
8	Trench Safety & Temporary Shoring	1	LS	$9,000.00	$9,000.00
9	12" C900 PVC Pipe	900	LF	$90.00	$81,000.00
10	12" Gate Valves & Plug Valves, w/Box	5	EA	$10,000.00	$50,000.00
11	12" DIP Fittings (Water)	1	LS	$21,000.00	$21,000.00
12	12" DIP Fittings (Sewer)	1	LS	$23,000.00	$23,000.00
13	14" SDR-11 PE4710 HDPE Pipe	1,750	LF	$150.00	$262,500.00
14	2" Air Release Valve & Vault	4	EA	$15,000.00	$60,000.00
15	Connect to Existing Force Main	2	EA	$12,000.00	$24,000.00
16	Connect to Existing Water Main	2	EA	$12,000.00	$24,000.00
17	Grout Fill 8" or 12" Pipe	55	CY	$580.00	$31,900.00
18	Restoration – Bahia Sod	1,800	SY	$14.00	$25,200.00
				Total:	$729,100.00

Exhibit 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. **DEFINITIONS**

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.

b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To ensure the project is being constructed as designed.

c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.

d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.

e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.

f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.

i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.

j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.

k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.

m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. **INSPECTION OF WORK**

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. **TESTS**

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. **TOOLS, PLANT AND EQUIPMENT**

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. **COLLECTION AND DISPOSAL OF WASTE**

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. **BURNING OF DEBRIS**

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted, he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. **PROJECT COORDINATION**

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. **COORDINATION WITH UTILITY COMPANIES**

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of "sleeves" for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin**.**

14. **SUPERVISION**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. **CONSTRUCTION SUPERINTENDENT**

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. **WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY**

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must ensure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. **SUBCONTRACTS**

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. **PRE-CONSTRUCTION MEETING**

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
b. Designation of Personnel representing the parties in Contract, and the Engineer.
c. Use of premises by CITY and the CONTRACTOR.
d. Survey layout and scheduling.
e. Security and housekeeping procedures.
f. Requirements for start-up of equipment.
g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. **ORDER OF COMPLETION**

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. **MATERIALS AND EQUIPMENT SCHEDULES**

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. **CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)**

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
    i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
    ii. Each RFI shall be given a discrete, consecutive number.

iii. Each page of the RFI and each attachment to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.

b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
   i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
   ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
   iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
   i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
   ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.

d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
   i. Approval of submittals
   ii. Approval of substitutions
   iii. Changes that entail change in Contract Time and Contract Sum
   iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. **SUBMITTAL REQUIREMENTS OF CONTRACTOR**

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. **CHANGES IN THE WORK**

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

a. where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved, or ii. by mutual acceptance of a lump sum, or
b. on the basis of the cost of the work plus a CONTRACTOR’s fee for overhead and profit.

24. **DETAIL DRAWINGS AND INSTRUCTIONS**

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. **OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. **SURVEYS, PERMITS AND REGULATIONS**

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. **ROYALTIES AND PATENTS**

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. **PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. **DEDUCTIONS FOR UNCORRECTED WORK**

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. **DELAYS AND EXTENSION OF TIME**

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. **CORRECTION OF WORK BEFORE FINAL PAYMENTS**

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORs destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. **THE CITY'S RIGHT TO DO WORK**

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. **SUSPENSION OF WORK**

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. **REMOVAL OF EQUIPMENT**

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. **USE OF COMPLETED PORTIONS**

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.

b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY , Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. **PROMPT PAYMENT**

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. **APPLICATION FOR PAYMENT**

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 5% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon "completion" shall not be payable until the CITY, it's Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. **PAYMENTS WITHHELD**

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
e. Damage to another CONTRACTOR.

f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. **FINAL PAYMENT APPLICATION**

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

a. Completion of Project closeout requirements.
b. Completion of items specified for completion after Substantial Completion.
c. Assurance that unsettled claims will be settled.
d. Transmittal of required project construction records to CITY.
e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation-all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under “Waiver of Claims”. Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

40. **CONTRACTOR'S CONTINUING OBLIGATION**

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. **DAMAGES**

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. **EQUIPMENT STARTUP**

Equipment startup shall be in accordance of the manufacturer’s recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY’s operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. **COMPLETION OF WORK**

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it’s Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. **ACCEPTANCE OF FINISHED WORK**

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. **FINAL CLEAN UP**

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. **TREES**

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. **GUARANTY**

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled ‘Inspections, Correction, Removal Of Defective Work’.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. **INDEMNITY**

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract.

49. **ASSIGNMENT**

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. **RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. **SEPARATE CONTRACTS**

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To ensure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. **LANDS FOR WORK**

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same**.**

53. **ACCESS TO RECORDS**

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. **EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. **CONTRACTOR'S UNDERSTANDING**

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. **FAMILIARITY WITH LAWS**

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. **SALES TAX**

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. **CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS**

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. **LIMITATIONS ON ENGINEER’S RESPONSIBILITIES**

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. **SAFETY AND PRECAUTION**

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. all employees on the Work and other persons and organizations who may be affected thereby;
b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. **RECORD DOCUMENTS**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. **PHYSICAL CONDITIONS-UNDERGROUND FACILITIES**

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.
Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. **PHYSICAL CONDITIONS**

a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. **REVIEW OF APPLICATION FOR PROGRESS PAYMENT**

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application**.**

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. **SUBSTANTIAL COMPLETION**

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. **INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK**

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).
All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. **ARBITRATION**

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than $25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate, he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds $25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.
The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.B.6.

Meeting Date: November 24, 2025

From: Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Task Order with **JONES EDMUNDS & ASSOCIATES, INC.,** for professional engineering services upgrades to Lift Stations 67, 77, and 115 in East Leesburg; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Task Order with Jones Edmunds & Associates, Inc., for professional engineering services associated with the upgrades to Lift Stations 67, 77, and 115.

Analysis:
The City of Leesburg is experiencing significant growth in the eastern section of the city. Based on system modeling and engineering evaluations conducted in consultation with Jones Edmunds & Associates, Inc., upgrades to several lift stations have been identified as necessary to support current and future wastewater demands in the Northeast service area. Lift Stations 67, 77, and 115 are strategically located along major growth corridors and are critical to maintaining adequate system capacity and operational reliability. The proposed improvements will ensure that the City's wastewater infrastructure can accommodate anticipated development build-out while maintaining compliance with regulatory requirements and system performance standards.
The scope of services under this Task Order includes preliminary and final design, permitting, bidding assistance, and construction-phase engineering support for the lift station upgrades.

Procurement Analysis:
On September 8, 2025, pursuant to Resolution 12,112, the City Commission approved the execution of an amendment extending the term of the original Master Agreement for Professional Services on a Continuing Basis with Jones Edmunds & Associates, Inc. This Task Order is being issued pursuant to that continuing services agreement.

Options:
l. Approve the Task Order with Jones Edmunds & Associates, Inc.; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Wastewater Capital Projects budget includes funding for this project.

Account No.	044-4099-535-6310
Project No.	440002
WF No.	WF1682973/1
Requisition	58059
Budget	$250,000.00
Available	$250,000.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TASK ORDER WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES UPGRADES TO LIFT STATIONS 67, 77, AND 115 IN EAST LEESBURG; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Jones Edmunds & Associates, Inc., whose address is 8657 Baypine Road, Suite 300, Jacksonville, Florida 32256, for Upgrades to Lift Stations 67, 77, and 115 in East Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

TASK ORDER NUMBER
TO AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS

THIS TASK ORDER is made as of the 24th day of November in the year 2025, between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **JONES EDMUNDS & ASSOCIATES, INC.** whose address is 8657 Baypine Road, Suite 300, Jacksonville, FL 32256 (hereinafter referred to as the "PROFESSIONAL").

WITNESSTH:

WHEREAS, on June 13, 2022, the CITY and PROFESSIONAL entered into an Agreement for professional engineering services under a Continuing Services Agreement (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Task Order.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.

2. The Parties agree to the scope of work and fees pursuant to the terms and conditions set forth in **ATTACHMENT "A"**.

3. The not to exceed costs for the Scope of Services covered by this Amendment as detailed in **ATTACHMENT "A"** totaling $186,394.70 for Upgrades to Lift Stations 67, 77 and 115 in East Leesburg.

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

JONES EDMUNDS & ASSOCIATES, INC.

By: Stanley F. Ferreira, Jr
Stanley F. Ferreira, Jr (Nov 13, 2025 16:21:20 EST)

Printed: Stanley F. Ferreira, Jr., PE

Its: President & CEO
(Title)

Date: Nov 13, 2025

TJL
TJL

THE CITY OF LEESBURG, FLORIDA

By: _____
Alan Reisman, Mayor

Attest: _____
J. Andi Purvis, City Clerk

Date: _____

SCOPE OF SERVICES

JonesEdmunds

City of Leesburg
Lift Stations 67, 77, and 115 Upgrades

Prepared for: Cliff Kelsey
Public Works Director
550 South 14th Street
Leesburg, Florida 34749

Date: October 30, 2025

Subject: City of Leesburg
Lift Stations 67, 77, and 115 Upgrades
Jones Edmunds Opportunity No. 95403-020-25

PROJECT BACKGROUND

The City of Leesburg and its surrounding areas are continuing to experience tremendous growth. One of the main challenges to this growth is providing required wastewater infrastructure. Jones Edmunds worked with the City to develop the current overall wastewater model, which encompasses the Turnpike and Canal Wastewater Treatment Facility (WWTF) service areas. The City is committed to supporting the ongoing growth by identifying capital improvements that are cost effective and timely while minimizing the impacts to the City's existing water/sewer infrastructure and their customers.

Based on development review modeling previously performed as part of the City's On-Call Modeling task, Lift Stations (LS) 67, 77, and 115 have been identified as requiring upgrades to accommodate future developments. The Scope of Services for these lift station upgrades are discussed below.

SCOPE OF SERVICES

Jones Edmunds reviewed the previous modeling, obtained water/sewer geographic information system (GIS) database information with specific lift station pump starts/ runtimes, and has begun to identify lift station upgrades required to accommodate future developments. To complete this analysis, the following additional tasks are required.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

PROJECT INITIATION AND MANAGEMENT

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/

invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the Contract.

Meetings with City Personnel (Virtual/TEAMS)

Jones Edmunds will conduct a Kickoff Meeting with the City. All meetings will be virtual unless otherwise noted. The following items are expected to be discussed in the Kickoff Meeting:

- Key issues and the City's objectives and expectations related to the project.
- Availability of information that will be used in the preliminary engineering services.
- Pumping alternatives, force main sizing/routing, and evaluation criteria.
- Refinement of the overall project objectives and confirmation of the project schedule.

Jones Edmunds foresees additional meetings as follows:

- Design milestone meetings to review and discuss the LS 67, 77, and 115 Construction Documents.

Deliverables: Jones Edmunds will distribute electronic copies of the meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

Task 2 – Data Collection

Jones Edmunds will perform a site visit to observe conditions and collect wastewater information as follows:

- Evaluate LSs 67, 77, and 115 to identify and note deficiencies. A quantitative assessment will be performed through pump-drawdown tests and continuous pressure logging as follows:
  - Develop a Field Test Plan for drawdown testing to validate the performance of LSs 67, 77, and 115 to collect available SCADA records and/or plant monitoring system data necessary for model validation. The City will install calibrated discharge pressure gauges at LSs 67, 77, and 115 to use during the testing. The SCADA system will be used to record the available pump on/off status, lift station run times, and Canal WWTF influent flow rates. The City will coordinate with Jones Edmunds to identify locations for the continuous pressure logging.
  - Provide the Field Test Plan to the City for review and comment. Coordinate the Field Test Plan through a virtual meeting to discuss the Plan and any City comments.
  - Execute the Field Test Plan. Jones Edmunds will provide a staff member to assist the City with conducting the field testing.
  - Process and manipulate the SCADA records, pressure data, and manual records to develop flow conditions that will be used for the hydraulic model during the validation process.

Deliverables: Jones Edmunds will distribute a PDF of final drawdown test performance records to the City via email.

TASK 3 – HYDRAULIC MODEL ANALYSIS

Jones Edmunds will perform the following hydraulic modeling services:

- Update the hydraulic model to validate the drawdown testing data. The dynamic model simulations will be performed using the SewerGEMS software. The hydraulic model previously developed by Jones Edmunds for the City will be used as the basis for pump selection. Jones Edmunds will request the following wastewater transmission system information from the City before the Kickoff Meeting:
  - Available daily SCADA pump run-time data (average, maximum day, and peak hour) for the past year for the three lift stations.
  - Monthly pump run-time data for the past year where SCADA is not available.
- The 2017 calibrated model, along with drawdown tests performed in this scope of work, will be used as the basis for pump selection. The future development model scenario will be used to determine the future head requirement for the three lift stations. These head requirements will be summarized in a calculation package, as required for permitting.

Deliverables: Lift stations calculation packages will be provided to the City via email. These calculation packages will be submitted with permit packages in Task 5.4.

TASK 4 – LS 67, 77, AND 115 UPGRADES DESIGN AND BIDDING

Task 4 includes the survey, design, and bidding services for LS 67, 77, and 115. Task 5 consists of five subtasks – Survey, Preliminary Design, Construction Documents, Permitting Assistance, and Bidding Services. We expect that the lift station upgrades will consist of higher-horsepower pumps along with electrical panels and controls to support the improvements. The lift station riser and manifold piping will be evaluated for conformance with the new pumps and electrical components. No lift station wet well and/or structural upgrades are expected, and force main improvements outside the lift stations' property boundaries are excluded from this Scope.

4.1 SURVEY

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the lift station sites in support of the design. The topographic survey will meet the *Standards of Practice* as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC) and Section 472.027 of the Florida Statutes (FS). The survey will include a topographic survey, identification of above-grade mechanical and electrical structures, and the inverts of wet wells.

The proposed scope and fee from Southeastern Surveying & Mapping Corporation (SSMC) is attached.

4.2 Preliminary Design

Based on the hydraulic modeling analysis and on receipt of the topographic surveys of the lift stations, Jones Edmunds will proceed with the Preliminary Design. This task will evaluate the proposed upgrades required for each lift station along with a site visit to review and field verify the topographic information. We will also evaluate the available GIS data and the readily available lift station as-builts.

Jones Edmunds will prepare a Basis of Design Technical Memorandum (BODTM) summarizing design flows, the preliminary site plan layouts, and equipment selection, including the pump manufacturer, generators (if required), odor control, electrical, and instrumentation and controls (I&C). Sections and elevations of the lift stations will not be included in the preliminary design, but an estimated depth of the structures and piping will be included.

Jones Edmunds will submit the BODTM with preliminary design drawings to the City for review and comment. We assume that the City will need 2 weeks to review the submittal. Jones Edmunds will then host a virtual review meeting with the City to discuss the proposed upgrades. Items discussed and agreed to during the meeting will be incorporated into the 90% Design.

Deliverables: Jones Edmunds will provide the City with one PDF copy of the BODTM, including preliminary design drawings and the design review meeting minutes.

4.3 Construction Documents

This task contains a 90% Design and Bid Documents submittal, which will include Design Drawings, Technical Specifications, and an Engineer's Opinion of Probable Construction Cost (EOPCC).

Construction Documents Format

The Drawings will use Jones Edmunds' presentation standards. City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate. The lift station plan sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C sheets	Civil Site Plan and Details
M sheets	Mechanical Plan, Section, and Details
E sheets	Electrical Plan and Details

Technical Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute (CSI) Division-50 format. The City will provide bidding and construction Contract Documents (front ends/Division 0) for the project that will go to bid. We will review and provide comments on the City's standard bidding and construction Contract Documents.

90% Design Submittal

Jones Edmunds will provide a 90% Design submittal to the City for review and comment. The 90% Design submittal will present the proposed complete design pending the City's comments and will include Drawings, Technical Specifications, an EOPCC, and draft permit application packages.

The EOPCC accuracy range will be Level 3 in accordance with the *Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System* (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Level 1 being the highest level of definition and Level 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will then host a virtual review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the Bid Documents submittal package.

Deliverables: Jones Edmunds will provide PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the City. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

Bid Documents Submittal

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design submittal and issue the Bid Document submittal package. The Bid Document submittal will be completed after obtaining all approved permits described in Task 5.4. The Bid Document submittal will include the Drawings, Front-End Documents, Technical Specifications, a final EOPCC, and approved permit application package(s).

Deliverables: Jones Edmunds will provide one electronic copy (PDF and/or AutoCAD format) of the Final Design submittal to City.

4.4 PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services discussed below.

Florida Department of Environmental Protection (FDEP) Permitting

Jones Edmunds will prepare three FDEP *Domestic Wastewater Collection/Transmission System Permit* application packages including Form 62-604.300(3)(a), calculations, exhibits, maps, and drawings for the lift station improvements. The application packages will be provided to the City for review, approval, and signatures before submittal to FDEP. We will respond to one FDEP Request for Additional Information (RAI) per permit. The City will pay the application fee directly.

Lake County Public Works Right-of-Way Utility Permit

Jones Edmunds will apply to the Lake County Public Works Department for a Right-of-Way Utility Permit and respond to up to one RAI. The City will pay any review/application fee directly. Jones Edmunds will incorporate comments from Lake County into the Final Submittal.

Deliverables: Jones Edmunds will provide a PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. We will collect the signed permit applications from the City and submit them to the regulatory agencies. We will provide electronic copies of all fully executed permits to the City.

4.5 Bidding Services

Jones Edmunds will assist the City during an expected 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be directed to the City. The City and Jones Edmunds will decide whether an addendum should be issued. Jones Edmunds will provide responses to the bidders' questions to the City and prepare the addendum; the City will distribute copies of the addendum to the prospective bidders.
- Attend and direct one pre-bid meeting (in person) with prospective bidders and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals and prepare a proposal tabulation for the City's bid analysis.

Task 5 – Construction-Phase Services

Construction Administration

Jones Edmunds will provide construction administration, which includes oversight and support to coordinate construction activities, assist with potential schedule/construction conflicts and progress, and track and manage the project documentation required by the construction contract. Jones Edmunds' construction administration and coordination items necessary to document the project performance include the following:

- Prepare for and lead a pre-construction conference with the Contractor and the City after award of the Contract. We will prepare an agenda, provide a sign-in sheet, and produce and distribute meeting minutes to the Contactor and the City. We expect that this meeting will review the Contractor's work schedule, submittal schedule, shop drawings, material submittals, progress payments, and work hours, and we will discuss general Contract requirements and procedures including lines of communication.
- Virtually attend six monthly construction progress meetings.
- Review submittals, shop drawings, material samples, results of tests and inspections, and other data that the Contractor is required to submit. Jones Edmunds estimates approximately 30 submittals for the project. This Scope of Services includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the

Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

- Receive and review Operations and Maintenance (O&M) instruction manuals, schedules, guarantees, bonds, and certificates of insurance, which are to be assembled by the Contractor in accordance with the Contract Documents.
- Review and respond to up to two (2) Contractor Requests for Information (RFIs). Track and review RFIs with the City Project Manager. RFI responses will be coordinated with the City before distribution to the Contractor.
- Provide a Construction Coordinator who will maintain project files throughout the duration of the project, including but not limited to correspondence, meeting minutes, Contract Documents, COs, field orders, RFIs, work change directives, addenda, shop drawings and submittals, O&M manuals, warranties, and regulatory correspondence for preparation of certificate of completion documents for permit closeouts.
- Provide a Construction Representative to visit the site, inspect the work, and note work progress and any deficiencies. Up to nine half-day site visits, three per lift station, are expected for a total of 36 hours over the 4-month active construction period.

Contract Closeout

When the Contractor notifies the City that the construction has reached Substantial Completion, Jones Edmunds will begin Contract Closeout, which includes the following services:

- Conduct a Substantial Completion site walk-through with the City and the Contractor. This site walk-through will include the Engineers of Record (EOR) and the Construction Coordinator. Provide a punch list (an initial list of items to be corrected or completed) for distribution to the Contractor.
- Assist the City with issuing a Certificate of Substantial Completion with a final punch list attached for the City and the Contractor to sign.
- Review the Contractor's mark-ups of the Construction Drawings for conformance and accuracy.
- Prepare and submit final documentation to FDEP to close the permits, including but not limited to the FDEP *Notice of Construction Completion and Availability of Record Drawing Certification*.
- Assist the City with providing post-construction permit certifications.
- Conduct a Final Completion site walk-through with the City, the Contractor, and equipment representatives (as required) and document any remaining deficiencies.
- Assist the City with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Acceptance and project closeout.

Deliverables: Jones Edmunds will provide the City with an electronic copy of the project files at project close-out for incorporation into the overall project catalog including:

- As-builts, record drawings, maps, manuals, and any other material provided by the City as a response to an RFI by the Engineer.
- Assumptions, data requests, references, files of correspondence, meeting agenda, sign-in sheets and minutes, document comment-response log, TMs/reports, Contract Documents, COs, field orders, RFIs, work change directives, addenda, additional drawings issued subsequent to the execution of the Contract, progress reports, shop

drawing and progress submittals, regulatory correspondence, and other project-related documents such as O&M manuals and warranty information, as available.

SCHEDULE

Jones Edmunds will begin work on this project on receipt of a signed Contract and Notice to Proceed (NTP) from the City. The schedule for this project will be based on an agreement between the City and Jones Edmunds. The preliminary anticipated schedule is shown below.

Milestones	Calendar Days	Calendar Days from NTP
Task 1 – Hold Project Kickoff Meeting	14	14
Task 2 – Complete Data Collection	60	74
Task 3 – Complete Hydraulic Model Analysis	30	104
Task 4 – LS 67, 77, and 115 Upgrades Design and Bidding		
Task 4.1 – Survey	45	59
Task 4.2 – Preliminary Design	30	89
Task 4.3 – Construction Documents	60	149
Task 4.4 – Permitting Assistance	30	179
Task 4.5 – Bidding Services	45	224
Task 5 – Provide Construction-Phase Services	180	404

EXCLUSIONS AND CONDITIONS

The following items are assumption incorporated into the Scope of Services' fee and schedule:

- The City will provide the requested data within 1 week after the Kickoff Meeting.
- The City will provide comments to draft submittals within 14 calendar days.
- The City will coordinate with the County and other necessary parties regarding any activities related to zoning, comprehensive planning, fire department approvals, building permitting approvals, and easement acquisition.
- All review meetings will be via virtual methods, i.e., TEAMS.
- All permit application fees will be paid by the City.
- Permitting agency RAI responses will require clarification or minor design edits. Significant re-design of the project is not expected. Significant re-design required by an RAI that is not due to an error or omission is excluded from this Scope of Services.
- The project will not require modifications to existing roads or driveways.
- No force main pipelines are proposed. Construction Documents will be limited to lift station site improvements only.
- Except for basic plantings and grassing, detailed landscape and/or irrigation plans are excluded from this Scope of Services.
- Wetland mitigation design and permitting are excluded from this Scope of Services.
- Archaeological surveying and permitting are excluded from this Scope of Services.

- Hazardous materials (asbestos, metals, lead-based paint, polychlorinated biphenyls [PCBs], etc.) investigation, testing, analysis, and abatement design are excluded from this Scope of Services.
- Gopher tortoise permitting is excluded from this Scope of Services.
- Design and permitting for temporary pumping bypass systems are excluded from this Scope of Services. The Contractor will be required to design and implement a temporary bypass, if required.
- The project sites are assumed to be free of soil and groundwater contamination.
- Revisions to the Construction Drawings and Technical Specifications due to a change in existing conditions at the site during design are excluded from this Scope of Services.
- All correspondence for construction administration will be directed to the City's Project Manager.
- The City will issue the Notice of Award, execute the construction Contract, and issue the NTP to the Contractor.
- The Contractor will be responsible for printing additional sets of the Contract Documents.
- This Scope of Services and Fee are based on a 6-month performance period (4 months to Substantial Completion; 6 months to Final Completion) for completing the project.
- As-Built Drawings required for Contract Closeout are prepared by the Contractor in CAD and PDF format and reviewed by Jones Edmunds.
- This Scope of Services and Fee are based on not re-calibrating the 2017 Canal Sewershed wastewater model other than three lift station drawdown tests. If requested, those services can be provided under a separate scope and fee.

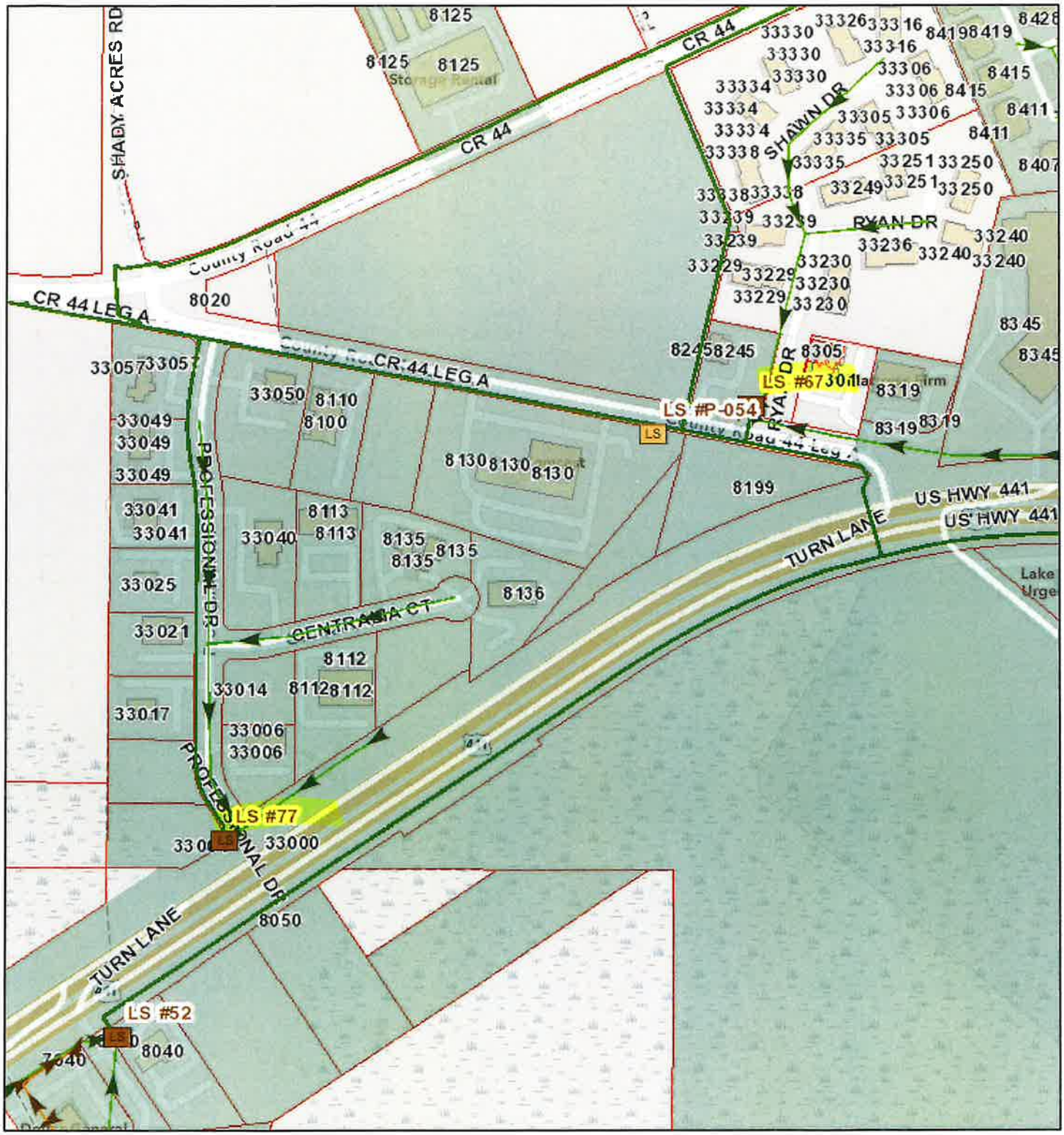
COMPENSATION

Jones Edmunds proposes to perform this Scope of Services as described herein for Tasks 1 through 5 for a lump-sum fee as indicated below. A fee breakdown is attached.

Task	Cost
Task 1 – Project Management and Meetings	$12,010.96
Task 2 – Data Collection	$5,748.40
Task 3 – Hydraulic Model Analysis	$3,045.20
Task 4 – LS 67, 77, and 115 Upgrades Design and Bidding	$111,965.42
Task 5 – Construction-Phase Services	$53,624.72
Project Total	**$186,394.70**

Attachments: SSMC Proposed Scope and Fee
Fee Breakdown

Utility Locator Map



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0 0.05 0.1 0.2 km

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- Sub-Basin

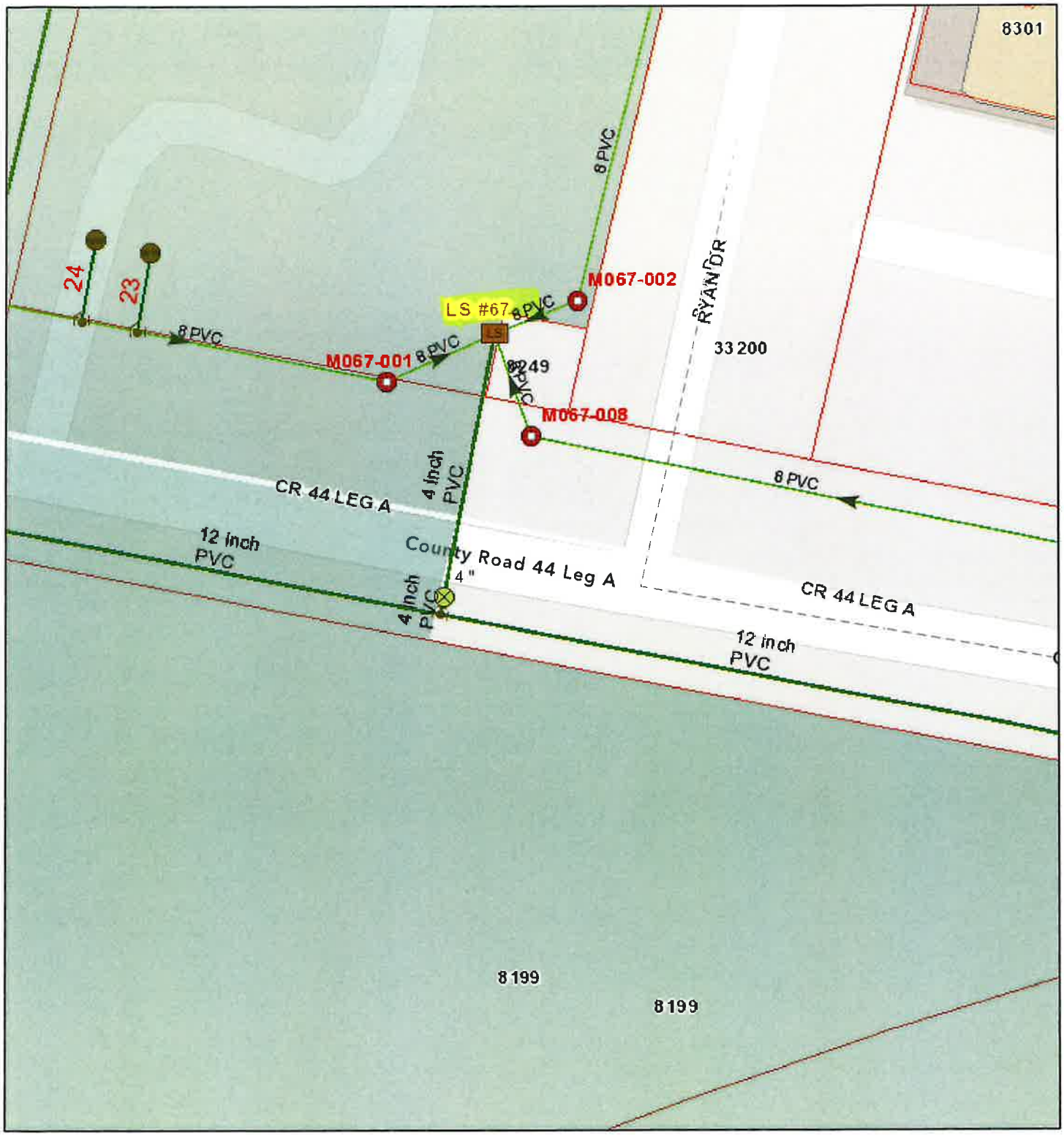
Force Main

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- Force, City of Leesburg, Proposed
- Force Main, Private, Active
- Force Main, Private, Abandoned
- Force Main, City of Leesburg, Inactive
- Force Main, City of Leesburg, Active
- Force Main, City of Leesburg, Abandoned
- Effluent Main, City of Leesburg, Inactive

City of Leesburg, Building Department, GIS Division, Lake County GIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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Utility Locator Map



10/2/2025, 11:03:24 AM

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Basin

Basin

Sub-Basin

Force Main

Force, Private, Proposed

Force, City of Leesburg, Proposed

Force Main, Private, Active

Force Main, Private, Abandoned

Force Main, City of Leesburg, Inactive

Force Main, City of Leesburg, Active

Force Main, City of Leesburg, Abandoned

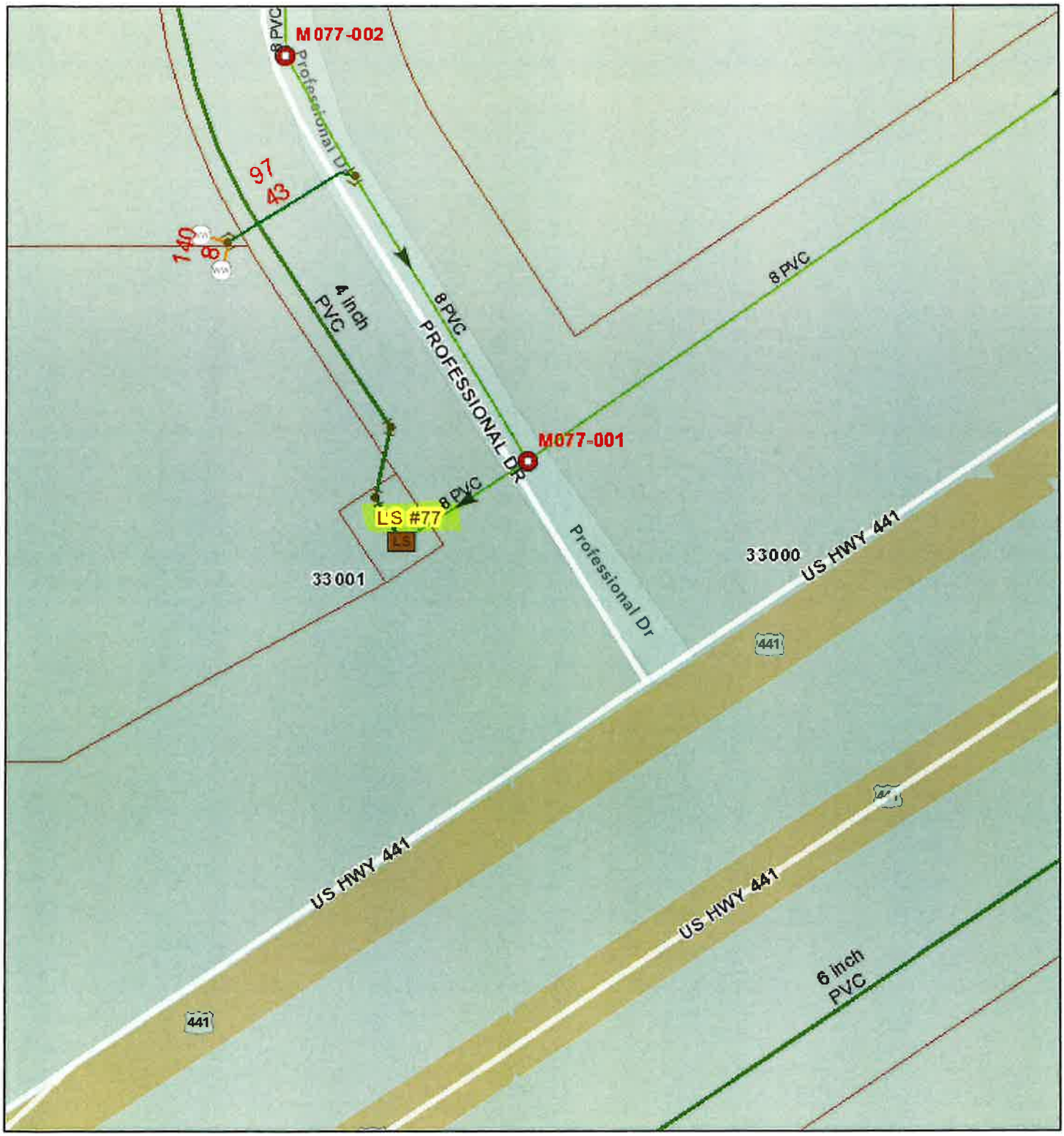
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City of Leesburg, Building Department, GIS Division, Lake County GIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

City of Leesburg

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Utility Locator Map



10/2/2025, 11:04:31 AM

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Basin

- Basin
- Sub-Basin

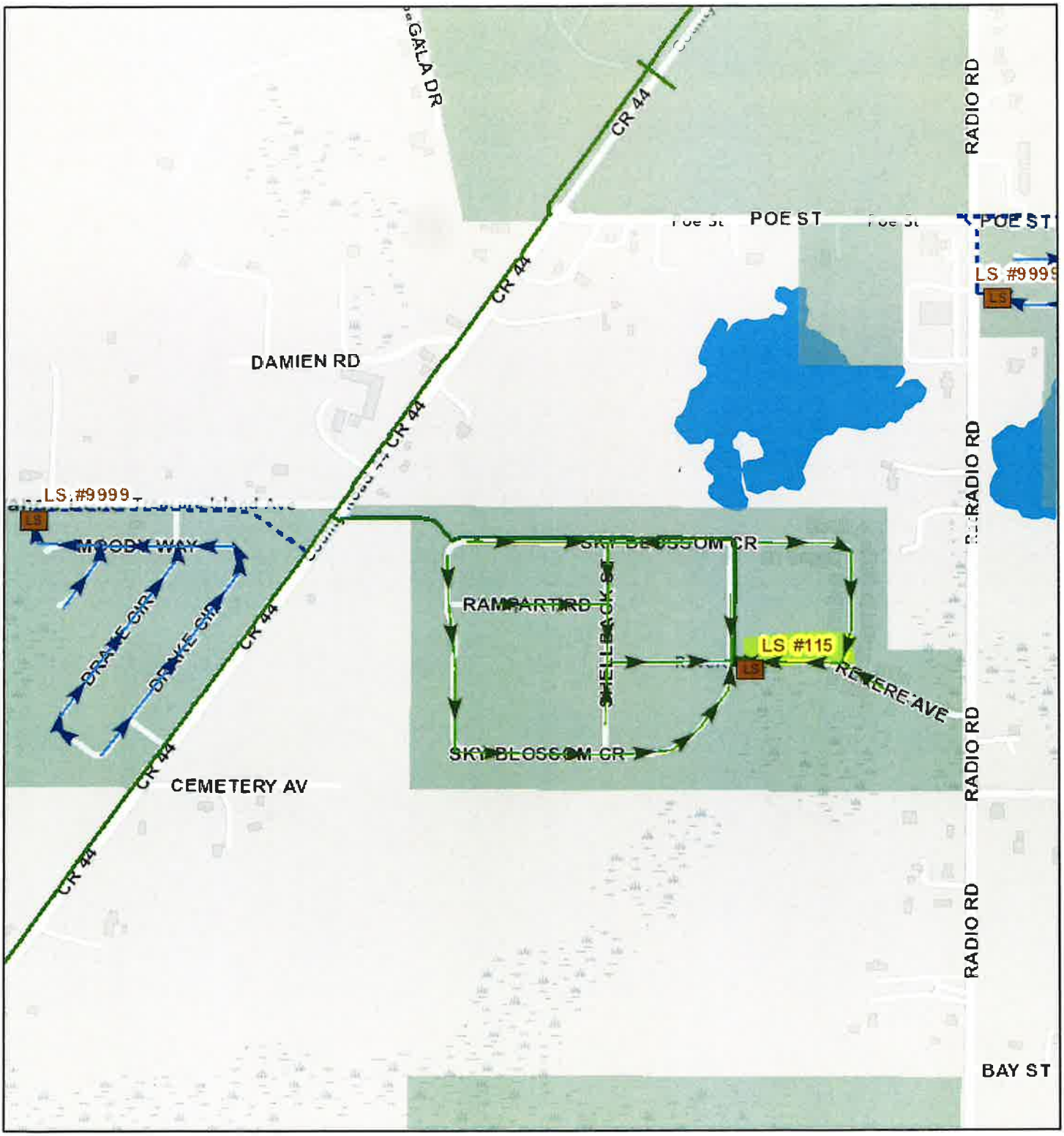
Force Main

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- Force, City of Leesburg, Proposed
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- Force Main, City of Leesburg, Inactive
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- Effluent Main, City of Leesburg, Inactive

City of Leesburg, Building Department, GIS Division, Lake County GIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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Utility Locator Map



10/2/2025, 11:09:32 AM

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Basin

- Basin
- Sub-Basin

Force Main

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- Force Main, City of Leesburg, Inactive
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City of Leesburg, Building Department, GIS Division, Lake County GIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: November 24, 2025

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Reinstatement and Extension of Memorandum of Understanding, between the City of Leesburg, and the Civil Air Patrol; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the Civil Air Patrol MOU.

Analysis:
The Lease agreement between the City and Civil Air Patrol (CAP) dates back to 1979. The CAP constructed the Administration & Conference Center and rented a portion of their building to the City, to be used as a temporary fire station while station 63 was being constructed, as well as for the office of the airport manager.

In 2006, the City terminated the lease agreement and all amendments regarding the building located at 8807 Airport Boulevard. Possession and control of the building and grounds was returned to the City; however, the City and CAP have continued to share the space in consideration of the mutual benefits to both parties by way of a Memorandum of Understanding, which replaced the lease. The current MOU expires on October 25, 2025. The Civil Air Patrol now wishes to extend the MOU for an additional five-year term.

The missions of the CAP include emergency services, cadet programs, and aerospace education. After Covid, the squadron had four senior members and six cadets. They have now grown to twelve seniors and thirty cadets. The CAP brings significant benefit to the region and community through its youth development & leadership programs, STEM & Aerospace education, civic involvement, and mentorship opportunities. They are partners in the city's long-term investment in youth, which was recognized by the Office of the Mayor, proclaiming December 1st as Civil Air Patrol Day in the City of Leesburg in 2021.

While the U.S. Government funds CAP at a national level, the Squadrons receive no direct financial support from national. They operate solely by small donations and out-of-pocket by senior members.

The Airport Avisory Board discussed the CAP MOU, and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Reinstatement and Extension of Memorandum of Understanding with the Civil Air Patrol; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A REINSTATEMENT AND EXTENSION OF MEMORANDUM OF UNDERSTANDING, BETWEEN THE CITY OF LEESBURG, AND THE CIVIL AIR PATROL; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Reinstatement and Extension of Memorandum of Understanding (MOU) between the City of Leesburg and the Civil Air Patrol.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

REINSTATEMENT AND EXTENSION OF MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into by and between **THE CITY OF LEESBURG, FLORIDA** (hereinafter referred to as "City") and the **CIVIL AIR PATROL, INC.** (hereinafter referred to as "Civil Air Patrol").

WITNESSETH:

That The City and The Civil Air Patrol entered into a Memorandum of Understanding regarding a structure at Leesburg International Airport previously leased by the City to the Civil Air Patrol, under which the structure, ownership of which had passed to the City under the terms of the then – expired lease, could be utilized by the Civil Air Patrol under limited circumstances. That Memorandum of Understanding expired in 2013. The Memorandum of Understanding was extended twice, each time for an additional five-year term; the first of which expired October 12, 2020, and the last, expiring October 12, 2025. The parties now wish to extend the term of the Memorandum of Understanding once again for an additional five-year term, and have entered into this Reinstatement for that purpose.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties to this Reinstatement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to grant the Civil Air Patrol the following rights to use the structure, without charge, under limited circumstances as listed below:

    a. The Civil Air Patrol may use space within the structure to conduct weekly meetings without charge.

b. The Civil Air Patrol may also utilize space within the building to conduct special meetings; a minimum of two weeks advance written notice must be given to the City for such meetings, and written approval by the City must be obtained.

c. The Civil Air Patrol may utilize space within the building to conduct emergency operations during declared emergencies where the Civil Air Patrol is providing a support role authorized by its Wing Commander.

d. The Civil Air Patrol may utilize space within the building as an office, communications center, and small storage area (square footage to be mutually agreed upon by the Civil Air Patrol and City).

2. The City shall determine the area space within the building that Civil Air Patrol shall be entitled to for use as mentioned above.

3. This Reinstatement shall continue for a period of five (5) years from the date it receives approval from the Leesburg City Commission. After expiration of this term, the MOU shall automatically renew and continue from year to year, on the same terms and conditions contained herein, unless either Party provides to the other Party, written notice of non-renewal at least 90 days prior to the expiration of the then-current term.

4. The Civil Air Patrol will provide proof of insurance as may be required to comply with the City's risk management requirements.

5. The City agrees to make all repairs to the building and grounds, and provide routine, ongoing maintenance, as deemed necessary and appropriate by its designated City staff. Notwithstanding the foregoing, in the event any maintenance, repairs, and/or replacements are

necessary due to the negligence or other conduct of Civil Air Patrol or its guests or invitees, then Civil Air Patrol shall be responsible for all costs and expenses associated therewith and shall reimburse the City for the same upon request.

6. The City agrees to permit unrestricted access to the office/communications space to authorized Civil Air Patrol personnel during normal business hours.

7. The City shall assume all responsibility for providing utility services to the building and grounds.

8. At the City's discretion, the City may perform any renovations to the building or grounds that, in the City's opinion, best meets the needs of the airport and /or its operations, or the needs of the community.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this Reinstatement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ALAN REISMAN, Mayor

DATE: _____, 2025

Attest: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
CITY ATTORNEY

CIVIL AIR PATROL, INC.

BY: _____
Kristina E. Jones, Interim Chief Operating Officer
Type or print name and corporate title

DATE: 30 October, 2025

_____
_____
(Type or print name of witness)

_____
_____
(Type or print name of witness)

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	5.C.2.
Meeting Date:	November 24, 2025
From:	Dusty Matthews, (Library Director)
Subject:	Resolution of the City Commission of the City of Leesburg, Florida, appointing one member to the Library Advisory Board to a five-year term ending September 30, 2030; and providing an effective date.

Staff Recommendation:
Staff recommends the appointment of one individual to the Library Advisory Board for a five-year term ending September 30, 2030.

Analysis:
Mr. Kevin Beach was appointed to the Library Advisory Board on September 14, 2020. That term has now ended. Mr. Beach has completed the application to be re-appointed to the Library Advisory Board for a five-year term ending September 30, 2030.

One additional application was received; however, the applicant, Susan Fetter, currently serves as the alternate member representing Leesburg on the Lake County Library Advisory Board.

The position was advertised in the Daily Commercial on August 10, 2025, and August 17, 2025.

Procurement Analysis:
N/A

Options:
1. Approve as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
There is no fiscal impact.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, APPOINTING ONE MEMBER TO THE LIBRARY ADVISORY BOARD TO A FIVE-YEAR TERM ENDING SEPTEMBER 30, 2030; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby appoints _____ as a member to the Library Advisory Board to serve a five-year term ending September 30, 2030.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

The City of Leesburg Commission is seeking citizens who are willing to serve on the following boards. Application and additional information is available on the Boards and Committees page of the City of Leesburg website at: www.leesburgflorida.gov/my_city/boardsandcommittees.php. For additional information, please contact the City Clerk at 352-728-9732.

LIBRARY ADVISORY BOARD

One member of a five-member board for a five-year term. Responsibility: Work with Library Director to establish policy for the Library.

PLANNING COMMISSION

Three Members of a seven-member Commission to serve a three-year term. Responsibilities: Long range planning activities such as the Comprehensive Plan, current planning reviews of applications for rezoning, conditional uses, comprehensive plan amendments, etc. The Planning Commission also functions as the Board of Appeals and hears variance requests and appeals of administrative decisions. Meets Third Thursday of the month in the Commission Chambers, City Hall, at 4:30 p.m.

HISTORIC PRESERVATION BOARD

Three Members to serve as part of a seven-member board to serve a three-year term and Two Alternates to serve three-year terms. Responsibilities: To work with the Planning Division in applying design standards to properties requesting alterations, construction, demolition, relocation or removal in the historic district. To recognize historic properties in the District where significant physical improvements have been made. To develop programs to promote historic preservation in the City of Leesburg. Meets Fourth Wednesday of the month in the Commission Chambers, City Hall, at 4:00 p.m.

All applications should be submitted by Monday, September 1, 2025, to the City Clerk's office at Leesburg City Hall, 501 W Meadow Street, or by mail to P.O. Box 490630, Leesburg, FL 34749.

J. Andi Purvis, MMC
City Clerk

LF-42318766

DAILY COMMERCIAL

Originally published at dailycommercial.com on 08/10/2025

The City of Leesburg Commission is seeking citizens who are willing to serve on the following boards. Application and additional information is available on the Boards and Committees page of the City of Leesburg website at: www.leesburgflorida.gov/my_city/boardsandcommittees.php. For additional information, please contact the City Clerk at 352-728-9732.

LIBRARY ADVISORY BOARD

One member of a five-member board for a five-year term. Responsibility: Work with Library Director to establish policy for the Library.

PLANNING COMMISSION

Three Members of a seven-member Commission to serve a three-year term. Responsibilities: Long range planning activities such as the Comprehensive Plan, current planning reviews of applications for rezoning, conditional uses, comprehensive plan amendments, etc. The Planning Commission also functions as the Board of Appeals and hears variance requests and appeals of administrative decisions. Meets Third Thursday of the month in the Commission Chambers, City Hall, at 4:30 p.m.

HISTORIC PRESERVATION BOARD

Three Members to serve as part of a seven-member board to serve a three-year term and Two Alternates to serve three-year terms. Responsibilities: To work with the Planning Division in applying design standards to properties requesting alterations, construction, demolition, relocation or removal in the historic district. To recognize historic properties in the District where significant physical improvements have been made. To develop programs to promote historic preservation in the City of Leesburg. Meets Fourth Wednesday of the month in the Commission Chambers, City Hall, at 4:00 p.m.

All applications should be submitted by Monday, September 1, 2025, to the City Clerk's office at Leesburg City Hall, 501 W Meadow Street, or by mail to P.O. Box 490630, Leesburg, FL 34749.

J. Andi Purvis, MMC
City Clerk

LF-42316766

DAILY COMMERCIAL

Originally published at dailycommercial.com on 08/17/2025

* my term on Library bd is expiring. This is a renewal – KB

City of Leesburg

Appointed Boards & Commission Application

Date: 07/25/2025

Name: Kevin S. Beach Home Phone: 941-254-1472

Mailing Address:
27213 Jade Isle Ct., Leesburg, FL 34748

Home Address:
same

Business Name & Type:
-

Business Address:
-

Business telephone number: _____ ext. _____

Position: _____

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

45 years of experience in public library positions, 10 years as a library administrator. MLS in Library Science from FSU (1978). Adjunct Professor at USF - School of Library Science. Leesburg Public Library Board, 2019 to date. President of Leesburg Friends of the Library 2020-2024

Professional Organizations/Memberships:

ALA - American Library Association, TBLC - Tampa Bay Library Consortium

Have you served on a city board or committee in the past? Yes

If yes, Dates Served 2020 to date

Name of Board or committee:

✓ Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

_____

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Kevin S. Beach Kevin S. Beach 07/25/2025

Signature of Applicant Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

RECEIVED
APR 14 2025
BY: CC

City of Leesburg

Appointed Boards & Commission Application

Date: 04/09/2025

Name: Susan Fetter Home Phone: (352)530-6576

Mailing Address:
11745 Ocklawaha Dr Leesburg FL 34788

Home Address:
11745 Ocklawaha Dr Leesburg FL 34788

Business Name & Type:
Simplicity: A Real Estate Brokerage Company

Business Address:
960 Aragon Ave Winter Park FL 32789

Business telephone number: (352)530-6576 ext. _____

Position: Licensed Real Estate Agent

Education, Training or Experience related to the activities of the Advisory Body to which appointment is sought:

BA Liberal Studies, UCF;Non Profit Board Member, Lake County Conservation Council;Supervisor, Lake Soil and Water Conservation District;Lake County Advisory Board Member, Keep Lake Beautiful.
Technical background to include software engineering, training, team management, and consulting.

Professional Organizations/Memberships:

National Association of Realors

Have you served on a city board or committee in the past? No

If yes, Dates Served _____

Name of Board or committee:

X Library Board ____ Historic Preservation Board ____ Planning Commission

____ Greater Leesburg CRA ____ Carver Heights & Vicinity CRA

____ Fire Department Pension Board of Trustees ____ General Employees Retirement Board of Trustees

____ Police Department Pension Board of Trustees ____ Other(Specify):

_____

I will attend meetings in accordance with the adopted policies of the City of Leesburg. If at any time my business or professional interests conflict with the interests of the Advisory Body, I will not participate in such deliberations.

Susan Fetter

_____ 04/09/2025

Signature of Applicant Date

Return to: City Clerk's Office City of Leesburg P.O. Box 490630 Leesburg, FL, 34739-0630

PRINT ONLY For information of how to use this form, Contact: City Clerk

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: November 24, 2025

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Lake Village Station Outparcel, LLC, for the purpose of granting the City an easement over the property described therein; and providing an effective date.

Staff Recommendation:
Staff recommends accepting and approving the Resolution for a Utility Easement from Lake Village Station Outparcel, LLC, for the property described therein.

Analysis:
Lake Village Station Outparcel, LLC is granting a Utility Easement to the City of Leesburg, Florida for the purpose of construction, installation, repair, maintenance, replacement, and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:
N/A

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF LEESBURG FROM LAKE VILLAGE STATION OUTPARCEL, LLC, FOR THE PURPOSE OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg by the Lake Village Station Outparcel, LLC for the purpose of granting the City a Utility Easement over, under, upon, across, through and within the real property described in the document, is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS PERMANENT UTILITY EASEMENT ("**Easement**") on this 25 day of September 2025, is hereby granted by **LAKE VILLAGE STATION OUTPARCEL LLC,** a Delaware limited liability company, whose mailing address is 11501 Northlake Drive Cincinnati, OH 45249 ("**GRANTOR**,") to **THE CITY OF LEESBURG, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 490630, Leesburg, Florida 34749-0630, and its successors and assigns ("**GRANTEE**");

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual non-exclusive easement for the construction, installation, alteration, operation, repair, maintenance, and replacement of utility improvements, including but not limited to water, wastewater, reclaimed water lines, natural gas and electricity and related facilities (the "**Facilities**"), under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the "**Easement Area**" to wit:

SEE SKETCH OF DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the Easement Area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such Easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein.

GRANTOR shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area that interfere with **GRANTEE'S** rights as described herein or install any landscaping with root systems that may damage the Facilities; however, **GRANTOR** may use the surface of the Easement Area in any manner that does not interfere with the rights granted to **GRANTEE** herein, which shall specifically include usage as and for roadways, parking areas, sidewalks, curbs, and sodding. **GRANTEE** will repair and/or replace any roadways, parking areas, sidewalks, curbs, and sodding in the Easement Area that is damaged in connection with any

maintenance or repairs made by **GRANTEE** to the Facilities. **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR warrants and covenants that **GRANTOR** is lawfully seized and in possession of the real property underlying the Easement Area, and has the right to convey this Easement, and that **GRANTEE**, its successors, successors-in-title and assignees shall have quiet and peaceful possession, use, and enjoyment of this Easement. The rights, privileges, and burden of the Easement granted herein shall be a covenant running with the land and the rights and duties shall descend to the parties' successors and assigns. **GRANTEE** shall include **GRANTEE'S** agents, contractors, subcontractors, licensees, franchisees, employees, and other parties associated with Grantee in furtherance of the purposes herein set forth.

IN WITNESS WHEREOF, this Easement has been executed by **GRANTOR** on the day and year first above written.

WITNESSES:

Signature

Antoinette Whitworth
Printed Name

11501 Northlake Drive,
Cincinnati, OH 45249
Postal Address

Peggy Brinker
Signature

Peggy Brinker
Printed Name

11501 Northlake Drive,
Cincinnati, OH 45249
Postal Address

GRANTOR:

LAKE VILLAGE STATION OUTPARCEL LLC, a Delaware limited liability company

By: Phillips Edison Grocery Center Operating Partnership I, L.P., a Delaware limited partnership, its sole member

By: Phillips Edison Grocery Center OP GP LLC, a Delaware limited liability company, its General Partner

By: _____
Joe Schlosser, Executive Vice President

STATE OF OHIO
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me by physical presence this 25 day of September, 2025, by Joe Schlosser, as Executive Vice President of Phillips Edison Grocery Center OP GP LLC, which is the general partner of Phillips Edison Grocery Center Operating Partnership I, L.P., which is the sole member of LAKE VILLAGE STATION OUTPARCEL LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me, on behalf of said entities.

NOTARY PUBLIC STATE OF OHIO

JULIE A. COTTLE
Notary Public, State of Ohio
My Commission Expires
January 22, 2027
Recorded in Warren County

Julie A. Cottle
Notary Public Signature

"EXHIBIT A"

DESCRIPTION OF A UTILITY EASEMENT (NOT A SURVEY)

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6230, PAGE 772 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6230, PAGE 772; THENCE ALONG THE EAST LINE OF SAID LANDS SOUTH 00°49'57" WEST, FOR A DISTANCE OF 323.47 FEET TO A POINT ON THE NORTH LINE OF A 15 FOOT UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 946, PAGE 771 AND OFFICIAL RECORDS BOOK 1489, PAGE 2163 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, 11.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 6281.26 FEET, A CENTRAL ANGLE OF 00°06'02", A CHORD BEARING AND DISTANCE OF NORTH 64°24'01" WEST AND 11.01 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°49'57" EAST, FOR A DISTANCE OF 308.86 FEET; THENCE NORTH 89°10'03" WEST, FOR A DISTANCE OF 154.14 FEET; THENCE SOUTH 00°49'57" WEST, FOR A DISTANCE OF 40.86 FEET; THENCE SOUTH 25°57'50" WEST, FOR A DISTANCE OF 177.24 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF A 15 FOOT UTILITY EASEMENT; THENCE ALONG SAID NORTH LINE, NORTH 64°02'10" WEST, FOR A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 25°57'50" EAST, FOR A DISTANCE OF 176.13 FEET; THENCE NORTH 00°49'57" EAST, FOR A DISTANCE OF 49.74 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6230, PAGE 772, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 89°10'03" EAST, FOR A DISTANCE OF 169.14 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6230, PAGE 772, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AS BEING NORTH 64°02'10" WEST. THIS SURVEY HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.

2. THE PURPOSE OF THIS DOCUMENT IS TO DESCRIBE AND REPRESENT A UTILITY EASEMENT, AS SHOWN HEREON. (SEE SHEET 2 FOR SKETCH).

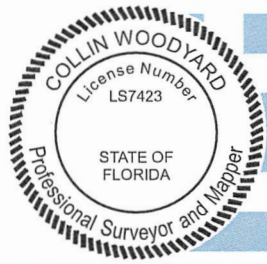
3. THIS SKETCH DOES NOT REPRESENT A LAND SURVEY.

4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

5. THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS "SKETCH AND DESCRIPTION" WAS MADE UNDER MY DIRECT SUPERVISION ON OCTOBER 28, 2025 AND MEETS THE APPLICABLE CODES AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND IS CERTIFIED TO LAKE COUNTY.



Digitally signed by Collin Woodyard
DN: E=cwoodyard@bohlereng.com, CN=Collin Woodyard, O="BOHLER ENGINEERING FL, LLC", L=Boca Raton, S=Florida, SERIALNUMBER=MAS20250909482896, C=US
Date: 2025.10.29 16:48:56-04'00'

COLLIN WOODYARD
LS NO. 7423
OCTOBER 28, 2025

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER"

SEE SHEET 2 FOR SKETCH

SCALE:	DATE	DRAWN	PROJECT	SEC. 23 TWN. 19 S RNG. 25 E	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280	BOHLER LB. 8085
N.T.S.	10/28/2025	PO	FLB230143.01			

"EXHIBIT A"

SKETCH OF A UTILITY EASEMENT (NOT A SURVEY)



N. LINE OF LANDS DESCRIBED IN O.R.B. 6230, PG. 772

S89°10'03"E 169.14'

P.O.B.
NORTHEAST CORNER OF LANDS DESCRIBED IN O.R.B. 6230, PG. 772

N89°10'03"W 154.14'

N00°49'57"E 49.74'

S00°49'57"W 40.86'

EAST LINE OF LANDS DESCRIBED IN O.R.B. 6230, PG 772

UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N64°02'10"W	5.00'

N25°57'50"E 176.13'

S25°57'50"W 177.24'

PIN: 23-19-25-0004-000-08800
O.R.B. 6230, PG. 772

N00°49'57"E 308.86'

S00°49'57"W 323.47'

L1

S. LINE OF LANDS DESCRIBED IN O.R.B. 6230, PG. 772

15' UTILITY EASEMENT
O.R.B. 946, PG. 771
O.R.B. 1489, PG. 2163

N64°02'10"W
(BASIS BEARING)

U.S. HIGHWAY 441
(S.R. 500)
F.D.O.T. SECTION 11010-2501

C1

N. R/W LINE

LEGEND

N	NORTH
W	WEST
S	SOUTH
E	EAST
SEC	SECTION
TWN	TOWNSHIP
RNG	RANGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PG.	PAGE
O.R.B.	OFFICIAL RECORDS BOOK
PIN	PARCEL IDENTIFICATION #
R/W	RIGHT-OF-WAY
C1	CURVE NUMBER
L1	LINE NUMBER
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	6281.26'	11.01'	N64°24'01"W	11.01'	000°06'02"

50 25 12.5 0 50

1"= 50'

SEE SHEET 1 FOR DESCRIPTION

SCALE:	DATE	DRAWN	PROJECT	SEC. 23 TWN. 19 S RNG. 25 E	1900 NW CORPORATE BLVD., SUITE 101E BOCA RATON, FL 33431 561.571.0280	BOHLER™ LB. 8085
1"=50'	10/28/2025	PO	FLB230143.01			

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: November 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the City Manager to transfer funds to the Health Insurance Fund to offset higher than estimated costs for FY 25; and providing an effective date.

Staff Recommendation:
Staff recommends approval of this resolution authorizing the transfer of funds to the Health Insurance Fund to offset higher than estimated FY 25 costs.

Analysis:
The Health Insurance Fund continues to experience high claims and pharmaceutical costs. Final expenses are now recorded and it is necessary to transfer additional monies to the Health Insurance Fund. In order to sure up the Cash Reserves (see attachment A) in the Health Insurance Fund it is necessary to transfer the following:

Workers Compensation Fund	$1,050,000
General Fund	1,269,143
Affordable Housing Fund	3,329
Stormwater Fund	19,781
GLCRA	10,550
Carver Heights CRA	3,144
Electric Fund	205,213
Gas Fund	112,356
Water Fund	96,464
Wastewater Fund	137,583
Solid Waste Fund	62,448
Airport Fund	4,481
Building Permits Fund	44,806
Fleet Fund	30,702
Total Transfer	$3,050,000

As a point of information, the City has been reluctant to increase Health Insurance contributions for employees in order to provide competitive benefits. Approximately 3 years ago a similar action was taken to stabilize the Health Insurance Fund. As time passed, the organization recovered from that

transaction, which enables the strategy to be recommended again. As staff moves into planning for FY 27, we will keep you informed to provide the best financial options moving forward after taking this action.

Procurement Analysis:
N/A

Options:
1. Approve the resolution as presented, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:
The Workers Compensation fund (see Attachment B) and the various other funds have the Cash Reserves to make this transfer. The allocation was developed to allocate costs to where the employees are expensed. A budget adjustment will also be necessary and will be presented to the City Commission on the FY 25 4th Quarter Budget Adjustments.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS TO THE HEALTH INSURANCE FUND TO OFFSET HIGHER THAN ESTIMATED COSTS FOR FY 25; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes the City Manager to transfer funds to the Health Insurance Fund to offset higher than estimated costs for FY 25.

THAT this resolution shall become effective immediately.

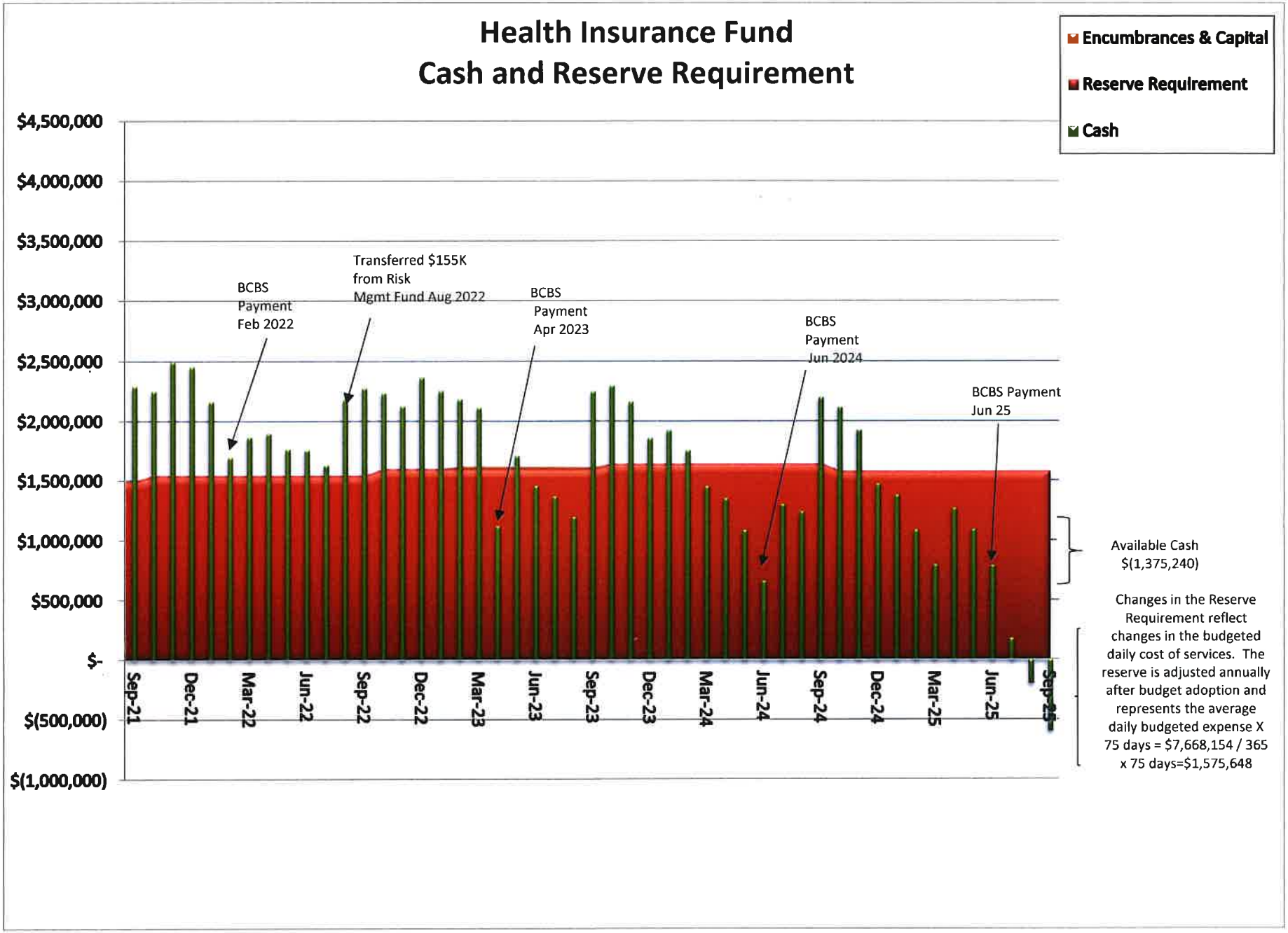
PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

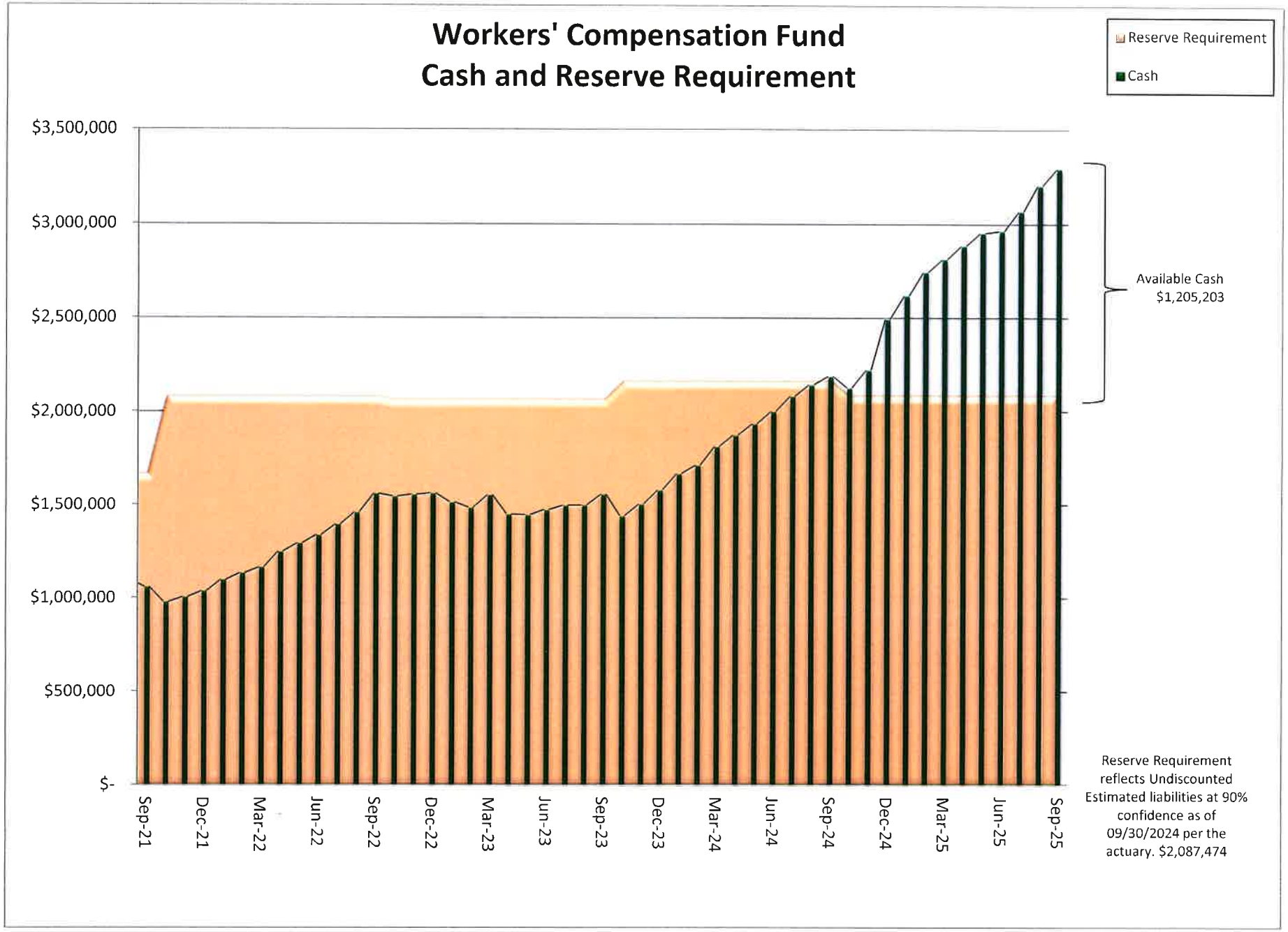
ATTEST:

_____
City Clerk

Health Insurance Fund
Cash and Reserve Requirement



Workers' Compensation Fund
Cash and Reserve Requirement



City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: November 24, 2025

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Food Service Concessionaire Agreement with Lemmy's Ice, LLC, for space at 305 West Main Street; and providing an effective date.

Staff Recommendation:
Staff recommends approval of the concessionaire agreement with Lemmy's Ice.

Analysis:
This agreement with Concessionaire is entered into for the provision of certain food, beverage, and dessert concessions at certain premises owned by the City at 305 West Main Street. The initial term of this agreement shall be for a period of approximately five (5) years beginning on December 1, 2025, and ending on December 1, 2030. Upon expiration of the initial term, the Agreement shall automatically renew for an additional five (5) year term which will end on December 1, 2035.

Procurement Analysis:
N/A

Options:
1. Approve as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FOOD SERVICE CONCESSIONAIRE AGREEMENT WITH LEMMY'S ICE, LLC, FOR SPACE AT 305 WEST MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Food Service Concessionaire Agreement with Lemmy's Ice, LLC, whose address is 40325 County Road 452, Leesburg, Florida 34788.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of November 2025.

_____
Mayor

ATTEST:

_____
City Clerk

FOOD SERVICE CONCESSIONAIRE AGREEMENT

THIS AGREEMENT is made as of the 17th day of NOVEMBER, 2025, by and between **THE CITY OF LEESBURG, FLORIDA,** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **LEMMY'S ICE, LLC,** a Florida limited liability company, whose address is 40325 County Road 452, Leesburg, Florida 34788 (hereinafter referred to as, CONCESSIONAIRE).

RECITALS

WHEREAS, the CITY desires to enter into an Agreement with CONCESSIONAIRE for the provision of certain food, beverage, and dessert concessions at certain premises owned by the City and described more specifically below, located in Leesburg, Florida.

WHEREAS, the CONCESSIONALRE desires to enter into an agreement with the CITY to provide such services and further agrees to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties *to* this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The CITY hereby grants the CONCESSIONAIRE the exclusive right to sell food, beverage, and dessert concessions in the portion of the premises located at 305 West Main Street, Leesburg, Florida 34748 (the "Property"), which is identified more specifically on Exhibit "A" attached hereto (the "Premises").

2. **Sidewalk Use.** CONCESSIONAIRE, at its sole cost and expense, may apply for a permit to establish a sidewalk café or sidewalk café seating extension within the sidewalk area surrounding the Property in accordance with Section 25-383 of the City of Leesburg's Code of Ordinances. If a permit is issued, CONCESSIONAIRE shall comply with the said Code Section and all conditions of approval as well as the following terms and conditions which shall serve as CONCESSIONAIRE'S revocable license agreement:

   a. CONCESSIONAIRE shall only occupy the sidewalk and public right of way area in a manner consistent with a site plan approved by CITY;
   b. CONCESSIONAIRE shall, at its sole cost and expense, install railing along all sidewalk areas approved for use, which railing shall become the property of the CITY upon termination of this Agreement or upon termination of CONCESSIONAIRE'S approval to utilize the sidewalk areas. The CITY'S prior written approval of the installation plans must be obtained;
   c. All tables, chairs, and other such temporary and/or removable objects shall be promptly removed by CONCESSIONAIRE upon termination of this Agreement or upon termination of CONCESSIONAIRE'S approval to utilize the sidewalk areas and CONCESSIONAIRE shall repair and restore any damages arising out of or related to the installation, use, and/or removal of such items. If COCNESSIONAIRE fails to remove such items then the City may remove them and assess the costs and charges incurred in connection therewith to CONCESSIONAIRE as additional rent owed under this Agreement.

d. CONCESSIONAIRE shall, at its sole cost and expense, be responsible for maintaining and regularly cleaning the sidewalk area used and/or occupied;
e. CONCESSIONAIRE shall at all times maintain an open pedestrian walkway with a minimum width of five feet, for the passage of pedestrian traffic along the sidewalk, and the use of the sidewalk by CONCESSIONAIRE hereunder shall not impede access to any other business or premises in the area;
f. All improvements shall be installed or performed by properly licensed contractors and shall comply with all laws, ordinances, codes, rules, and regulations applicable to the Property and sidewalk areas;
g. The CITY may revoke CONCESSIONAIRE'S license agreement at will, with or without cause, at any time, by giving written notice at least thirty (30) days prior to the effective date of revocation
h. Upon termination of this Agreement and/or termination of CONCESSIONAIRE'S approval to use the sidewalk areas for a sidewalk café and/or sidewalk café seating extension, all improvements installed by CONCESSIONAIRE or at CONCESSIONAIRE'S direction, shall become property of the CITY.

3. **Term.** The initial term of this agreement shall be for a period of approximately five (5) years beginning on December 1, 2025 and ending on December 1, 2030. Provided CONCESSIONAIRE is not in default under any provision of this Agreement upon expiration of the initial term, this Agreement shall automatically renew for an additional five (5) year term which will end on December 1, 2035. Upon expiration of the renewal term, the CITY and CONCESSIONAIRE may agree to extend the term of this Agreement for an additional five (5) year term, but any such agreement to extend may only be done by mutual agreement of both parties.

4. **Termination for Cause.** The CITY may terminate this Agreement for cause upon 90 days written notice. Termination for cause shall include but is not limited to, failure to enforce minimum standards of sanitation as determined by the responsible health authority inspector; failure to make payment by due date; continuing unsatisfactory service after receiving a 15-day notice to correct/cure; any cessation of service; failure to maintain adequate personal; failure to comply with the terms of this Agreement after notice to cure being issued to CONCESSIONAIRE by the CITY; any substantial change in ownership or proprietorship of the CONCESSIONAIRE which in the opinion of the CITY is not in the best interests of the CITY.

5. **Immediate Termination.** The parties agree that if the CONCESSIONAIRE violates the terms and conditions of this Agreement, or violates any other applicable state, county or municipal ordinances, the CITY shall have the option to immediately terminate this Agreement.

6. **Right to Terminate.** In the event the food service facility used by the CONCESSIONAIRE is totally or partially destroyed by fire or other perils, beyond the control of the CITY, the CITY shall have the right to terminate this Agreement for the damaged facility or rebuild at the sole discretion of the CITY.

7. **Monthly Rent Payment.** In consideration of the rights granted by the CITY to the CONCESSIONAIRE to sell concessions as set forth herein, the CONCESSIONAIRE agrees to pay the CITY three hundred dollars ($300.00) per month as Rent. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City of Leesburg, Miscellaneous Billing, P.O. Box 49630, Leesburg, Florida 34749-0630, or in such other manner as CITY may, from time to time, direct by written notice to CONCESSIONAIRE. Rent payments to commence on March 1, 2026 or the 1st of the month proceeding the opening of Lemmy's window for service, whichever is sooner.

CONCESSIONAIRE acknowledges and agrees that it is responsible for paying the Rent promptly, and that failure to do so will constitute a default under this Agreement and entitle CITY, after the giving of three days written notice of default to CONCESSIONAIRE, to pursue any remedy allowed by law or under this Agreement for a default. Rent is considered late if not paid within 4 days after it first falls due, and a late fee in the amount of 5% of the rental amount overdue will be imposed. If CONCESSIONAIRE tenders a check which is returned unpaid for insufficient funds or other reasons, CITY may insist that all future payments be made by cashier's check, money order, wire transfer or other certified and cleared funds.

8. **Utilities and Fixtures.** Electric, water, and sewer utilities are available to serve the Premises, and gas may be or become available. CONCESSIONAIRE shall be responsible for costs and charges associated with extending electrical lines to the Premises, if applicable. CONCESSIONAIRE shall be responsible for paying fifty percent (50%) of all customer charges associated with electric, water, and solid waste (trash) serving the Premises and shall be responsible for all monthly use charges which exceed 900 kW (electric) and 10 cubic feet or its equivalent (water). The CITY, at its expense, shall make all ordinary and reasonable repairs required to preserve the areas where the CONCESSIONAIRE is located, but shall not be responsible for repairs and maintenance to any equipment owned or leased by the CONCESSIONAIRE or for damage done by negligence of the CONCESSIONAIRE, which shall be the CONCESSIONAIRE's responsibility. CONCESSIONAIRE shall have the right to post menus, pictures, signs, and artwork within the Premises but shall respect CITY requests for removal of any pictures, signs or artwork.

9. **Insurance.** The CONCESSIONAIRE will maintain throughout this Agreement the following insurance.

A. The CONCESSIONAIRE shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, prior to starting work, under the Agreement.

B. All required insurance shall be provided by insurers acceptable to the CITY with an **A.M.** Best rating of at least "A."

C. The CONCESSIONAIRE shall require, and shall be responsible for assuring that any and all of its contractors and/or subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.

D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

E. The required insurance shall not limit the liability of the CONCESSIONAIRE. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONCESSIONAIRE'S interests or liabilities, but are merely required minimums.

F. All liability insurance, except professional liability, shall be written on an occurrence basis.

G. The CONCESSIONAIRE waives its right of recovery against the CITY to the extent permitted by its insurance policies.

H. Insurance required of the CONCESSIONAIRE, or any other insurance of the CONCESSIONAIRE shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for works' compensation and professional liability, the CONCESSIONAIRE'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: City Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

K. The Certificate(s) of insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONCESSIONAIRE, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONCESSIONAIRE'S liability coverage(s).

a. **Comprehensive General Liability.** The CONCESSIONAIRE shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u). For remodeling and construction projects; the CONCESSIONAIRE shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

b. **Worker's Compensation.** The CONCESSIONAIRE shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee with $500,000 policy limit for disease. If CONCESSIONAIRE is exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

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

11. **Damage by Concessionaire or by Fire and Casualty.** In the event the Premises shall be destroyed or so damaged or injured by fire, hurricane, or any other casualty during the term of the Agreement, whereby the Premises shall be rendered unsuitable for use and occupancy, then unless it elects not *to* do so as provided *below*, the CITY shall render said Premises suitable for use and occupancy by repairs as soon as reasonably possible. In the event the said Premises are substantially destroyed or so damaged or injured by fire, hurricane, decay, or another casualty during the term of this Agreement, whereby the Premises cannot be rendered suitable for occupancy, or if the CITY elects not to rebuild or repair the damaged or destroyed improvements, then this Agreement may be terminated *at* the option of the CITY.

However, if the Cafe is damaged by the intentional or negligent acts or omissions of the CONCESSIONAIRE or any of its agents, servants, employees, patrons or guests, then CITY may repair such damage and restore the Premises to its original condition without notice to or consent by CONCESSIONAIRE, and recover the entire cost of the repair from CONCESSIONAIRE

immediately, together with any lost Rent and other consequential damages suffered by CITY as a result of the intentional or negligent acts of the CONCESSIONAIRE or any of its agents, servants, employees, patrons or guests, provided that this sentence shall apply to the Premises only and not to any other portion of the Property.

Any insurance proceeds paid to either party as a consequence of the damage to or destruction of the Premises shall be the sole property of the CITY, excepting only proceeds of insurance carried by CONCESSIONAIRE on its own personal property.

12. **Damage or Loss to Concessionaire Property.** The CONCESSIONAIRE assumes all risk of damage or loss to its property for any cause whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to its merchandise, goods or equipment, covered under this Agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about said cafe, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the Premises, or any person whomsoever. It will be the responsibility of the CONCESSIONAIRE to acquire and maintain, at its expense throughout the term of this Agreement, insurance coverage as determined necessary by the CONCESSIONAIRE on its personal property against all potential perils.

13. **Lost Revenue, Benefit, or Value.** The CITY shall not be responsible to the CONCESSIONAIRE for any lost revenue, benefit, or value resulting from the loss of use of the Premises by CONCESSIONAIRE for any reason.

14. **Permits, Licenses, and Fees.** During the term of this Agreement, the CONCESSIONAIRE shall obtain all necessary permits for operation of its business including CITY, county, state and federal; provide, install, and maintain leased and non-leased professional equipment required beyond that which is provided but the CITY for the operation of the business; produce, post, and distribute menus and menu board with approval by the CITY; provide adequate inventory and supplies; provide and supervise adequate staff to maintain quality customer service during stated hours of operation; supply all food and beverages for sale, and all cups, bags and other containers utilized in selling or distributing the food and beverages, and clean and maintain the Premises, so as to maintain a clean and sanitary environment in the Premises and surrounding area, and prevent infestation of insects, rodents or other pests or vermin.

15. **Care, Maintenance, and Appearance.** CONCESSIONAIRE agrees at all times during the term of this Agreement and any extension thereof to maintain a neat and orderly condition and appearance of the food service areas, including equipment, fixtures and personal

property thereon. The CONCESSIONAIRE shall be responsible for the maintenance of the furniture appointments, tables, chairs and all appliances and equipment, which are necessary and indigenous to the food service operations at the Property. The CONCESSIONAIRE shall be responsible for maintaining the respective area under its management, including sidewalk areas, as applicable, in a clean and sanitary condition during all operating hours. Additionally, the CONCESSIONAIRE shall be responsible for the daily sanitation and general housekeeping of the respective food service areas. General housekeeping shall include cleaning of all floors, all equipment, all preparation, all storage and all service areas.

16. **Management Staff.** CONCESSIONAJRE shall provide a qualified Manager(s) for all food service operations who will be responsible for the daily operation for the CONCESSIONAIRE. The CITY reserves the right to request the removal of supervisory or other staff who, in the opinion of the CITY, are not meeting the needs of the CITY, general customers, and staff. In such an event, a replacement for the individual(s) shall be assigned as quickly as possible. CONCESSIONAJRE shall provide staffing for food service operations that adequately meets the requirements of the operation.

17. **Codes, Laws, and Regulations.** The CONCESSIONAIRE shall observe and obey all laws, rules and regulations set forth by federal, State and local governments which may apply to the operation of food service facilities. It is the responsibility of the CONCESSIONAJRE to identify all that may apply, including safety, health, sanitary codes and employment, permit requirements and all other applicable legal requirements. The CONCESSIONAIRE shall be solely responsible for all permits and licenses necessary for the food service operations under this Agreement. The CONCESSIONAIRE shall not erect, maintain or display any signs without written approval of the CITY. This includes any temporary signs within the foodservice facility that are visible from the street and Library area. The CONCESSIONAIRE shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required for the operation of concession stand. The CONCESSIONAIRE shall also be responsible for any and all sales or income tax liability that it may incur by reason of its operation of the business. Without limiting the generality of the indemnity provisions herein, those provisions shall be deemed to include the obligation to indemnify the CITY, its officers and employees against any claims due to breach by CONCESSIONAIRE of its obligations under this paragraph.

18. **Right to Inspect.** The CITY through its representatives may make periodic inspections of all the CONCESSIONAIRE's facilities and equipment to determine if such are in conformity herewith. The CONCESSIONAIRE shall make all improvements as may be reasonably required by the CITY representative from time to time. The CONCESSIONAIRE will cooperate with the CITY to insure that the facilities are appropriately managed. The CONCESSIONAIRE must provide an inspection form to be jointly used by the CONCESSIONAIRE and the CITY for frequent inspections of the facilities. The form shall be developed specifically for the Premises operations, and is to require observation and evaluation of CONCESSIONAIRE's employee appearance, attitude, performance, sanitation, and appearance of the facility and equipment, etc. In effect, the form is to be a checklist developed by the CONCESSIONAIRE to measure performance against standards established by this Agreement.

19. **Care of Property.** The CONCESSIONAIRE may be required by the CITY to repair, rebuild and repaint all or part of the premises which may be damaged or destroyed as a result of negligence on the part of the CONCESSIONAIRE, and shall return the premises, upon expiration of any term of this Agreement to the CITY in the same condition that existed at the commencement of.this Agreement, except for normal wear and depreciation. The CITY reserves the right to make any repairs, alterations, or additions to the buildings free from any and all liability to the CONCESSIONAIRE herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs, alterations or additions. It is not the intent to unduly penalize the CONCESSIONAIRE as the result of needed repairs or alterations; however, these repairs or alterations to improve the facilities will be made in the best interest of the CITY and the CONCESSIONAIRE.

20. **Transfer or Assignment.** This Agreement or any of the rights and privileges provided herein shall not be transferred or assigned by the CONCESSIONAIRE without first having obtained the written consent of the CITY, which consent shall lie in the sole discretion of the CITY.

21. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONCESSIONAIRE and the CITY.

22. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, in any appellate proceeding, in any administrative proceeding, or any proceeding in bankruptcy or insolvency.

23. **Sublet Restrictions.** The CONCESSIONAIRE shall not be permitted to sublet or assign any part of the Premises or the operating of the business. However, during special events sponsored by the City, CONCESSIONAIRE may be permitted to lease part of the sidewalk café space with the written consent of the CITY.

24. **Minor Renovations.** The CONCESSIONAIRE shall have the right to make minor renovations to the interior of the Premies, only after receiving prior approval from the CITY Manager or his designee. CONCESSIONAIRE shall have the right to decorate the interior of the Premises.

25. **Taxes.** Any and all taxes and licenses imposed by federal, State and local governments on the services to be provided by the CONCESSIONAIRE under the terms of this Agreement are the sole responsibility of the CONCESSIONAIRE.

26. **Nondiscrimination.** All services to be provided in this Agreement will be carried out in compliance with the CITY's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age, national origin, marital status, or against any qualified handicapped individual.

27. **Notices.** Any notice required by this Agreement shall be in writing and shall be either delivered in person, posted at the Premises if sent by City, sent by Federal Express, UPS or other widely recognized overnight courier services, or mailed by Unit States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; and notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time periods shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To CITY at the address specified for payment of rent.
B. To CONCESSIONAIRE by mailing or delivery to CONCESSIONAIRE at the Premises location or posting on the Premises.

28. **Records.** The CONCESSIONAIRE shall maintain all books and records customarily used in this type of operation in accordance with generally accepted accounting practice and standards. The CITY shall have the right to audit CONCESSIONAIRE's sales receipts and other related records to ascertain or verify the amount of gross sales and sales tax. Records or books necessary for an audit shall be kept in Lake County, Florida, or made

available in Lake County, Florida within 5 business days of a written audit request. In the event an audit reveals any underpayment by the CONCESSIONAIRE to the CITY, the CONCESSIONAIRE agrees to: (1) upon demand from the CITY, pay the CITY the amount of the underpayment; (2) pay interest on the underpaid amount at the statutory rate; and (3) pay the cost of the audit. In the event an audit reveals any overpayment by the CONCESSIONAIRE to the CITY, the CITY agrees to: upon demand from the CONCESSIONAIRE, pay the CONCESSIONAIRE the amount of the overpayment.

29. **Relationship of Parties.** As to CONCESSIONAIRE'S business in the Premises and the activities of CONCESSIONAIRE thereon, nothing in this Agreement shall be deemed to create a relationship or partnership, principal and agent, or any other relationship between the parties other than parties to this Agreement. CONCESSIONAIRE agrees that it shall not challenge the fee title of CITY in the Property or claim any interest superior thereto.

30. **Severability.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

31. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement _shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

33. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITENESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

Signed, sealed, and delivered before me:

CITY OF LEESBURG, a Florida municipal corporation,

By: _____
Alan Reisman, Mayor

Date: _____

ATTEST:

_____
J. Andi Purvis, City Clerk

LEMMY'S ICE, LLC, a Florida limited liability company,

By: _____
Brittany A. Leonard, Manager

Date: 11/17/2025

By: _____
Steven T. Leonard, Manager

Date: 11/17/2025

EXHIBIT "A"
(The Premises")

Exhibit "A"



Concession Area

Sidewalk Café Area

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: November 24, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: **THE APPLICANT HAS REQUESTED A CONTINUANCE TO DECEMBER 8, 2025.**

An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 7.3 +/- acres; and being generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Legacy Commerce ANNX)

Staff Recommendation:
The Planning and Zoning staff recommend approval of the proposed ordinance for annexation of 7.3 +/- acres.

Analysis:
The applicant has submitted a request for annexation of approximately 7.3 +/- acres, generally located west of U.S. Highway 27 and north of University Avenue, as shown on the attached General Location Map. At this time, the property is developed with one (1) single-family residence. The current zoning is Lake County A (Agriculture); the proposed zoning is City SPUD (Small Planned Unit Development). The reason for this request is for new development and to connect to City utilities. The proposal of the property is to construct 50,200 square feet of Multi-use Office/Warehouse buildings. The property is surrounded by Lake County RMRP (Mobile Home Rental Park District); R-3 (Medium Residential District); RM (Mixed Home Residential); CFD (Community Facility District); A (Agriculture); C-1 (Neighborhood Commercial); City PUD (Planned Unit Development); P (Public); and C-2 (Community Commercial); Under the conditions of the SPUD (Planned Unit Development) zoning case which is also on this agenda, no negative impacts are anticipated to adjacent properties.

Also, on this City Commission agenda, is a Small-Scale Comprehensive Plan Amendment, which along

with the Small Planned Unit Development Application, had recommendations for approval from the staff and Planning Commission at the public hearing held on September 18, 2025.

Procurement Analysis:
N/A

Options:
1. Approve the requested annexation. This would give the City jurisdiction over the use and future development of the subject site and provide for the application of City standards to this property; or
2. Disapprove the proposed annexation and allow the property to remain in the County.

Fiscal Impact:
A positive fiscal impact will result from the annexation of this property due to increased tax revenue added to the General Fund.

ORDINANCE NO. _____

THE APPLICANT HAS REQUESTED A CONTINUANCE TO DECEMBER 8, 2025.

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.3 +/- ACRES; AND BEING GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF UNIVERSITY AVENUE, LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE. (LEGACY COMMERCE ANNX)

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.

Based upon the petition of Infinity Holdings III, LLC, Petitioner, "Permittee" for the property hereinafter described, shall be annexed into the city limits of the City of Leesburg, Florida, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the hereinafter described property is hereby annexed and made a part of the city limits of the City of Leesburg, Florida. The subject property lying and situated in Lake County, Florida, is more particularly described as:

Legal Description
(See Exhibit A);

Section 2.

All of the property, real and personal, within said annexed territory, described in Section 1 above, as provided by this ordinance, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties, and privileges of the City of Leesburg, Florida, and the said annexed property shall be liable, proportionately, for all of the present outstanding and existing, as well as future, indebtedness of the City of Leesburg, Florida; that all of the ordinances of the City of Leesburg, and all the laws heretofore passed by the Legislature of the State of Florida relating to and which now or hereafter constitute its Charter, shall apply to and have the same force and effect on such annexed territory as if all such annexed territory had been a part of the City of Leesburg, Florida, at the time of the passage and approval of said laws and ordinances. The property annexed hereby is assigned to City Commission District 3;

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 4.
This ordinance shall become effective immediately upon approval at second reading.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____, 2025.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

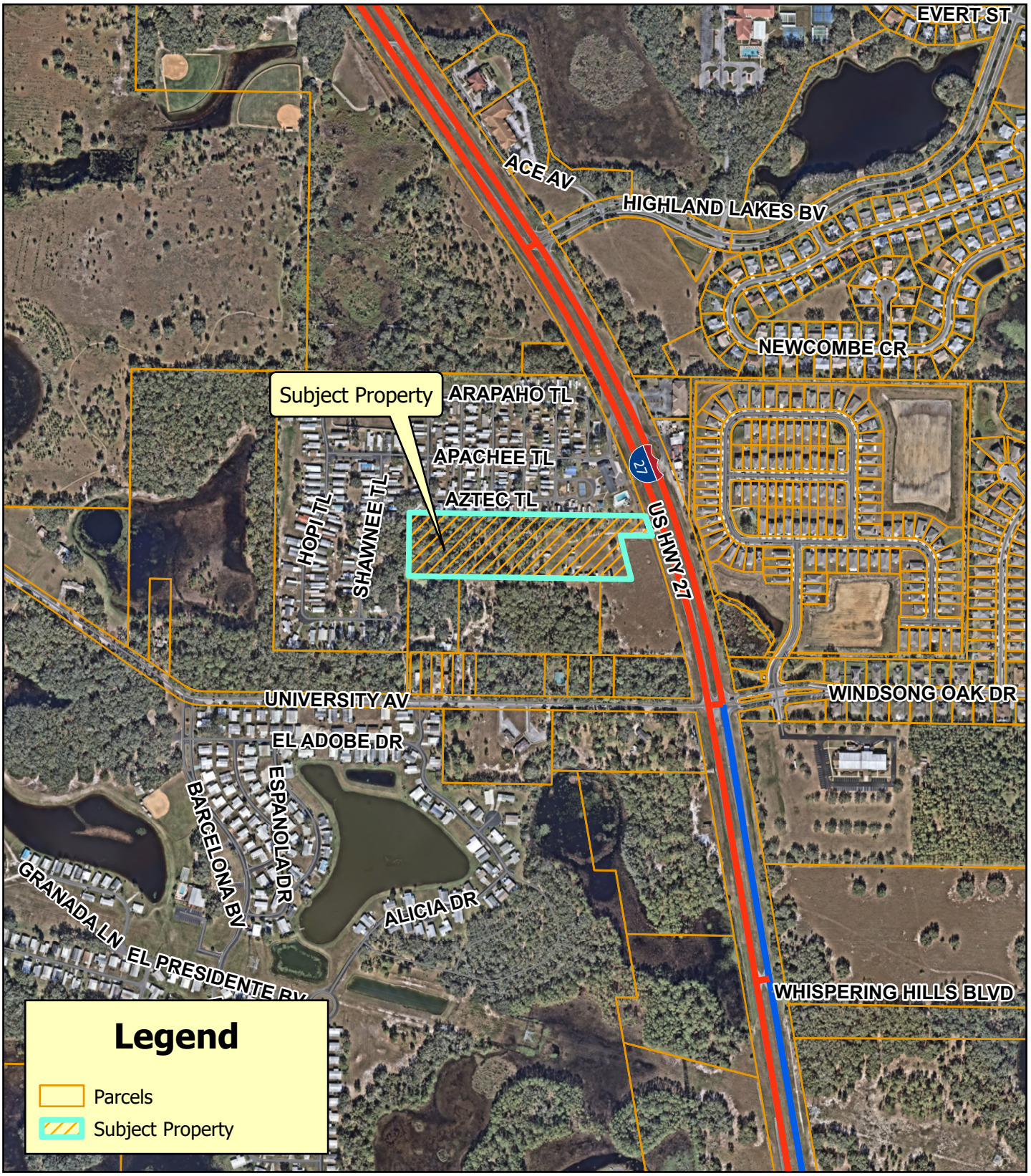
EXHIBIT A
Legal Description

Lake County Florida Parcel ID 24-20-24-0003-000-00702
Parcel Alt Key 1296285

Begin at the Northwest corner of the S 1/2 of the SE 1/4 of the SW 1/4, Sec. 24.Tp. 20 S, R 24 E, and run thence East along the North line of said S 1/2 of SE 1/4 of SW 1/4, 1110 feet, more or less, to the Westerly right-of-way line of Highway No. 27, thence Southeasterly along said right-of-way line, 100 feet, thence West 150 feet, thence Southeasterly parallel to Highway No. 27,217.9 feet, more or less, to a point which is 300 feet South of the North line of the S 1/2 of the SE 1/4 of the SW 1/4 of said Sec. 24, thence West 1063 feet, more or less, to the West line of said SE 1/4 of SW 1/4, thence Northerly along said West line of said SE 1/4 of SW 1/4, 300 feet to the point of beginning.

SUBJECT TO (right of way easement in favor of Sumter Electric Cooperative, Inc., contained in instrument recorded February 9, 1976, O.R. Book 604, Page 2120, Public Records of Lake County, Florida). comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions, easements, covenants, conditions, limitations, and reservations of record, provided that this recital shall not operate to reimpose same.

Extended Aerial



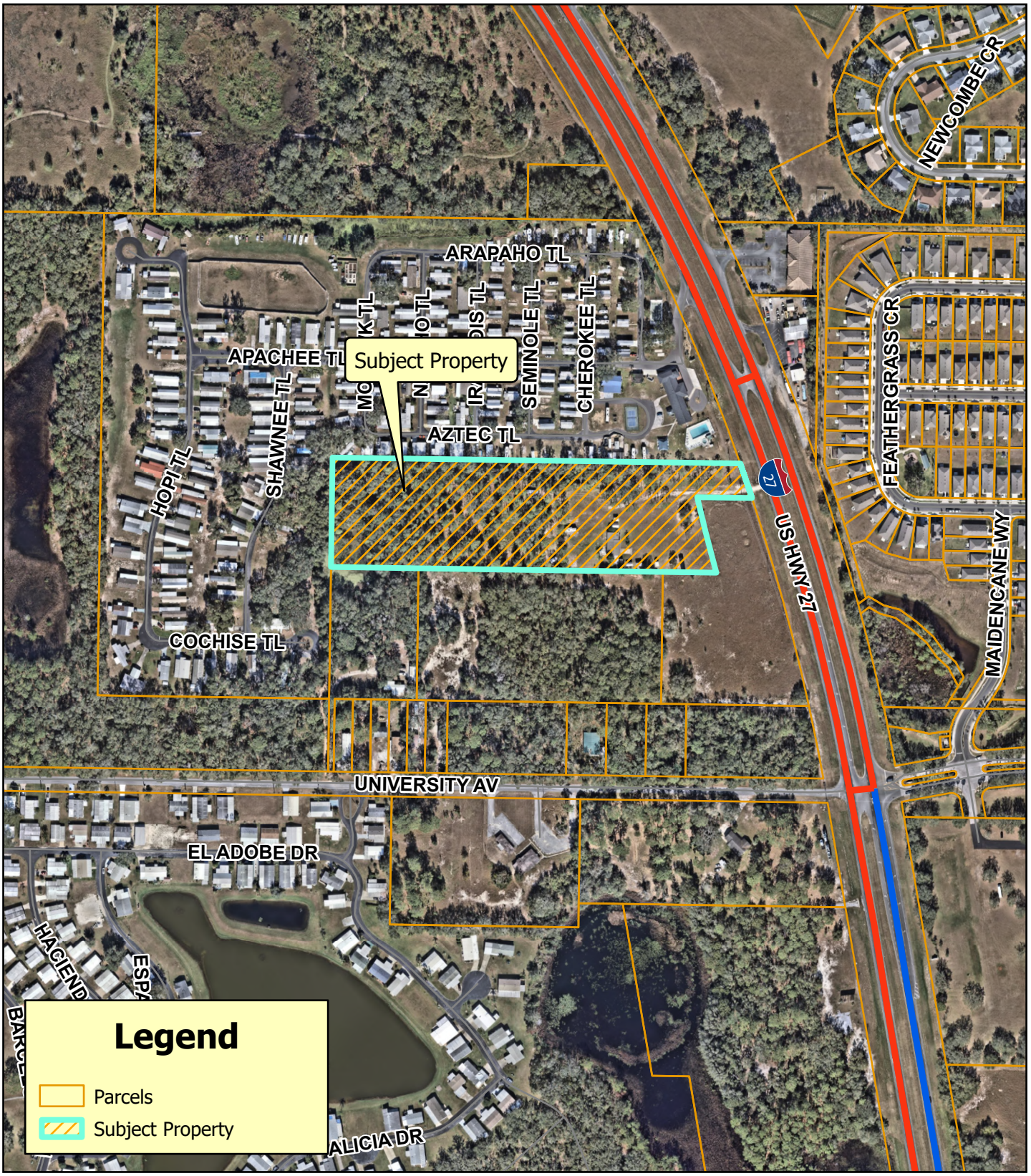
Planning & Zoning Division

N

0 245 490 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Aerial



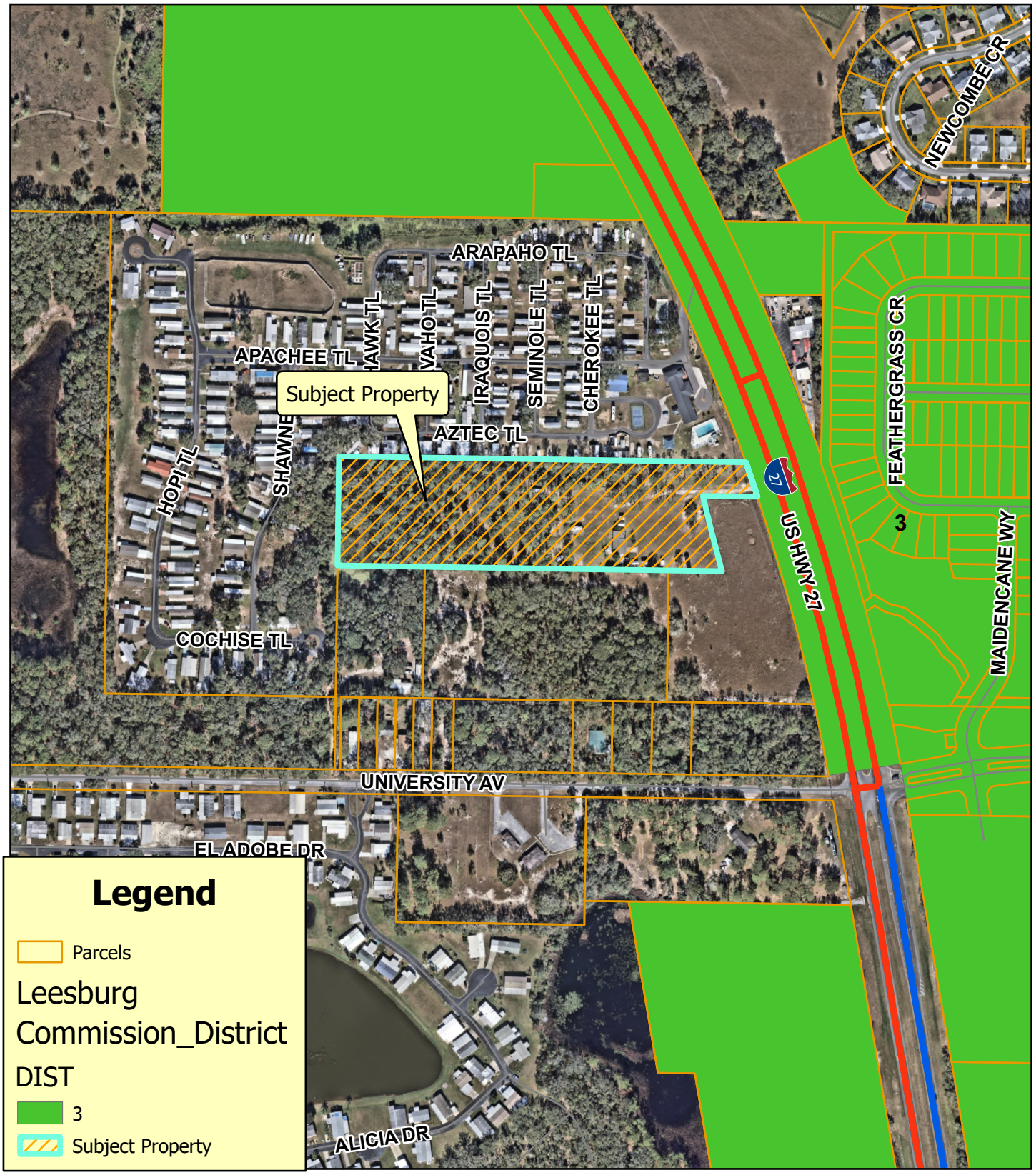
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Commission District



Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: November 24, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain property containing 7.3 +/- acres from Lake County Urban Low to City of Leesburg General Commercial, for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SSCP)

Staff Recommendation:
The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed large-scale comp plan amendment of the City's Future Land Use Map on 7.3 +/- acres from Lake County Urban Low to City of Leesburg General Commercial.

Analysis:
The project site is approximately 7.3 acres. The property is generally located west of U.S. Highway 27 and north of University Avenue. Currently, the property is developed with one (1) single-family residence. The proposed use is for 50,200 square feet of Multi-use Office/Warehouse buildings. The surrounding Future Land Use Map designations of Lake County Urban Low Density; City Institutional; Recreation; Conservation; Neighborhood Mixed Use; and Estate Residential are compatible, as conditioned in the SPUD zoning, with the proposed future land use designation of City General Commercial. The proposed zoning designation of City SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan and would allow an appropriate use for the property.

This property lies within the ISBA (Interlocal Service Boundary Area) agreement. This agreement, which was approved by City Commission on November 24, 2014, allows property within the ISBA area but outside the current city limits to be annexed and obtain City of Leesburg utility services.

The Planning Commission held a public hearing on the application on September 18, 2025, and recommended approval.

Procurement Analysis:
N/A

Options:

1. Approve the requested large-scale comprehensive plan amendment from Lake County Urban Low to City of Leesburg General Commercial; or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:

Future development of the property will increase this anticipated impact from collection of impact fees, ad valorem taxes and utility charges.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 7.3 +/- ACRES FROM LAKE COUNTY URBAN LOW TO CITY OF LEESBURG GENERAL COMMERCIAL, FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF UNIVERSITY AVENUE, LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEGACY COMMERCE SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission, acting as the Local Planning Agenda, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that;

Section 1.
The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on November 25, 2024, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner;

The Future Land Use Map is amended by changing the designation of approximately 7.3 acres of land generally located west of U.S. Highway 27 and north of University Avenue from Lake County Urban Low to City of Leesburg General Commercial, as shown on the revised map of said area, lying in Section 24, Township 20 South, Range 24 East, Lake County Florida;

Section 2.
All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed;

Section 3.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

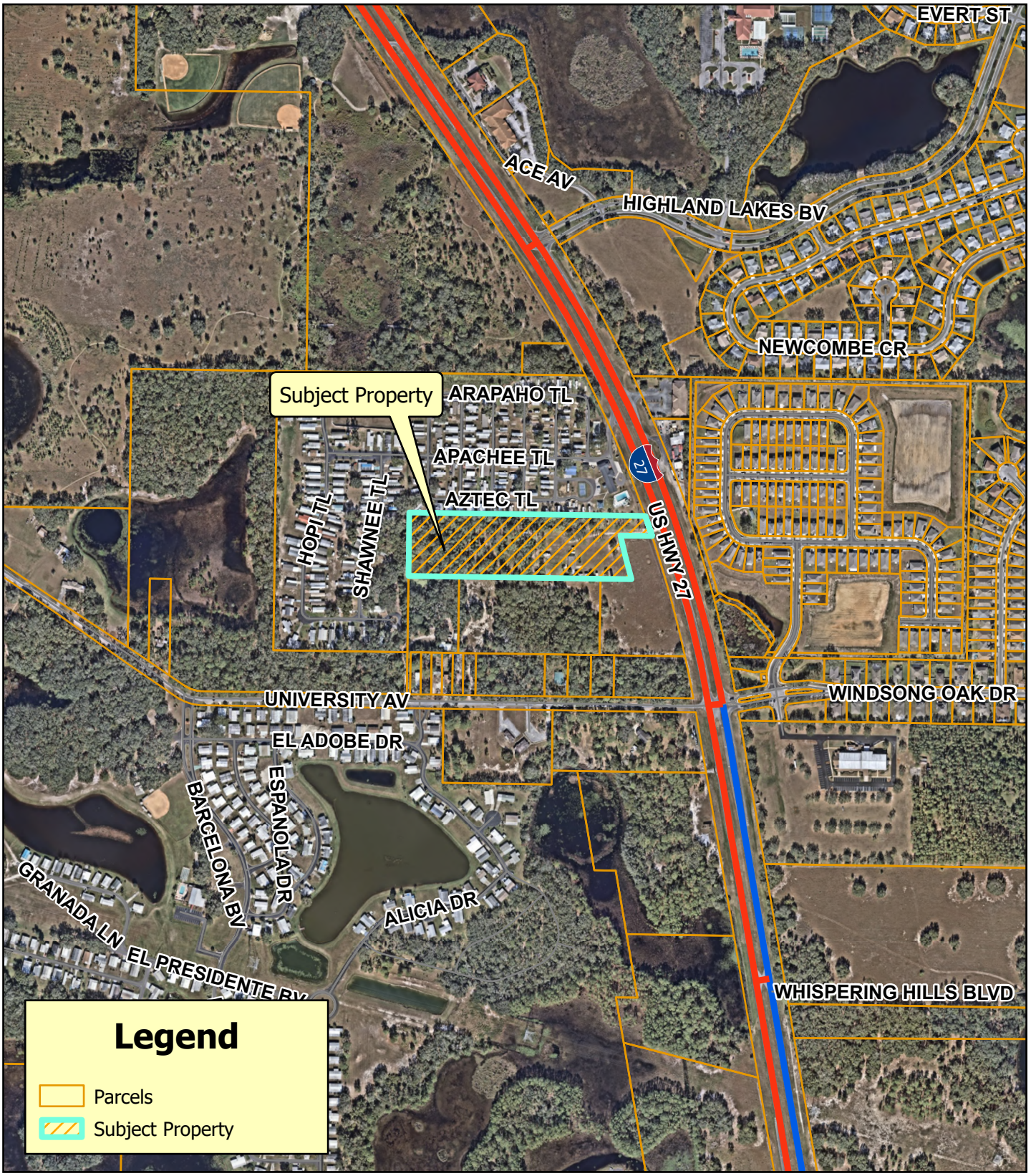
EXHIBIT A
Legal Description

Lake County Florida Parcel ID 24-20-24-0003-000-00702
Parcel Alt Key 1296285

Begin at the Northwest corner of the S 1/2 of the SE 1/4 of the SW 1/4, Sec. 24.Tp. 20 S, R 24 E, and run thence East along the North line of said S 1/2 of SE 1/4 of SW 1/4, 1110 feet, more or less, to the Westerly right-of-way line of Highway No. 27, thence Southeasterly along said right-of-way line, 100 feet, thence West 150 feet, thence Southeasterly parallel to Highway No. 27,217.9 feet, more or less, to a point which is 300 feet South of the North line of the S 1/2 of the SE 1/4 of the SW 1/4 of said Sec. 24, thence West 1063 feet, more or less, to the West line of said SE 1/4 of SW 1/4, thence Northerly along said West line of said SE 1/4 of SW 1/4, 300 feet to the point of beginning.

SUBJECT TO (right of way easement in favor of Sumter Electric Cooperative, Inc., contained in instrument recorded February 9, 1976, O.R. Book 604, Page 2120, Public Records of Lake County, Florida). comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions, easements, covenants, conditions, limitations, and reservations of record, provided that this recital shall not operate to reimpose same.

Extended Aerial



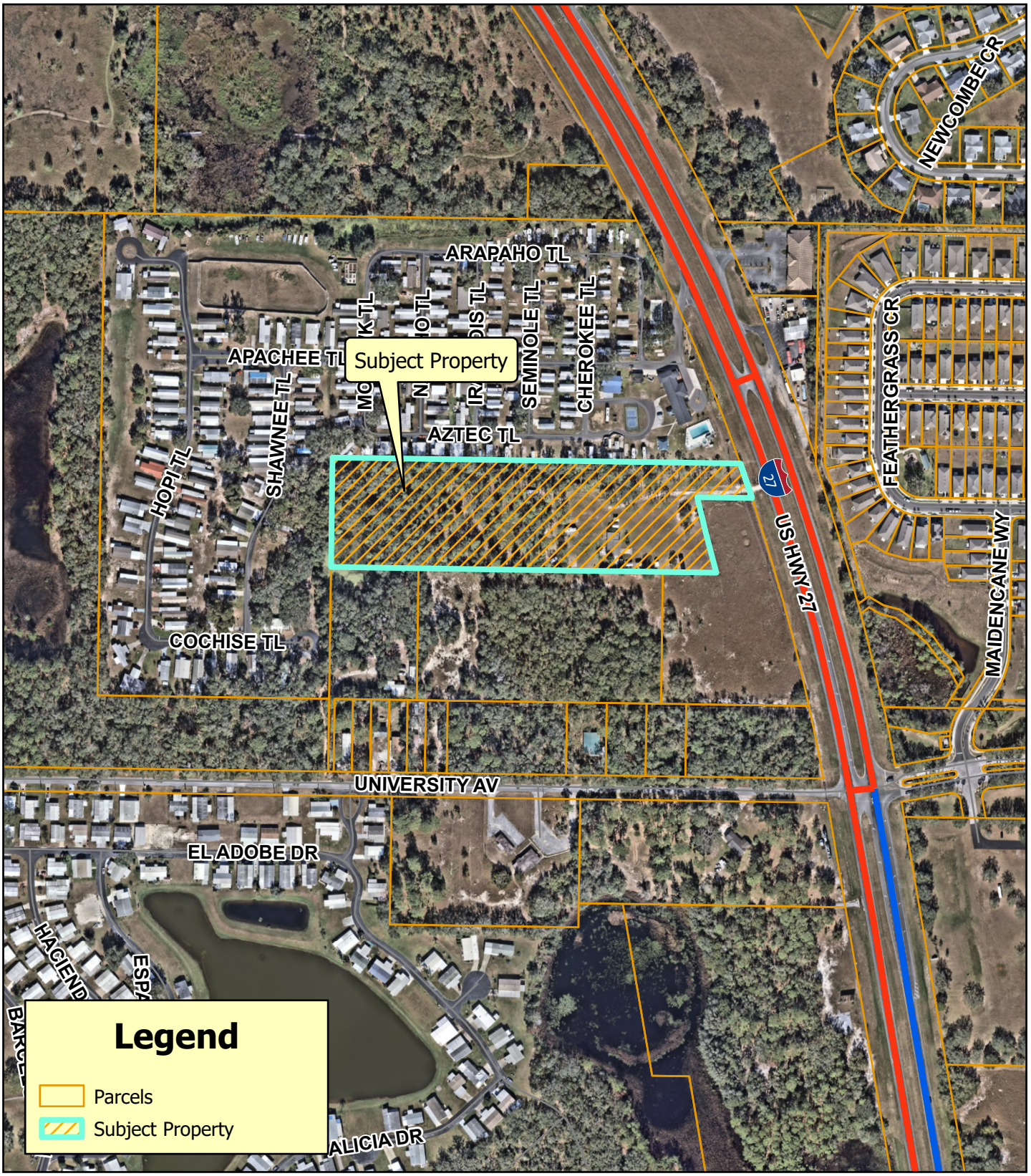
Planning & Zoning Division

N

0 245 490 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Aerial



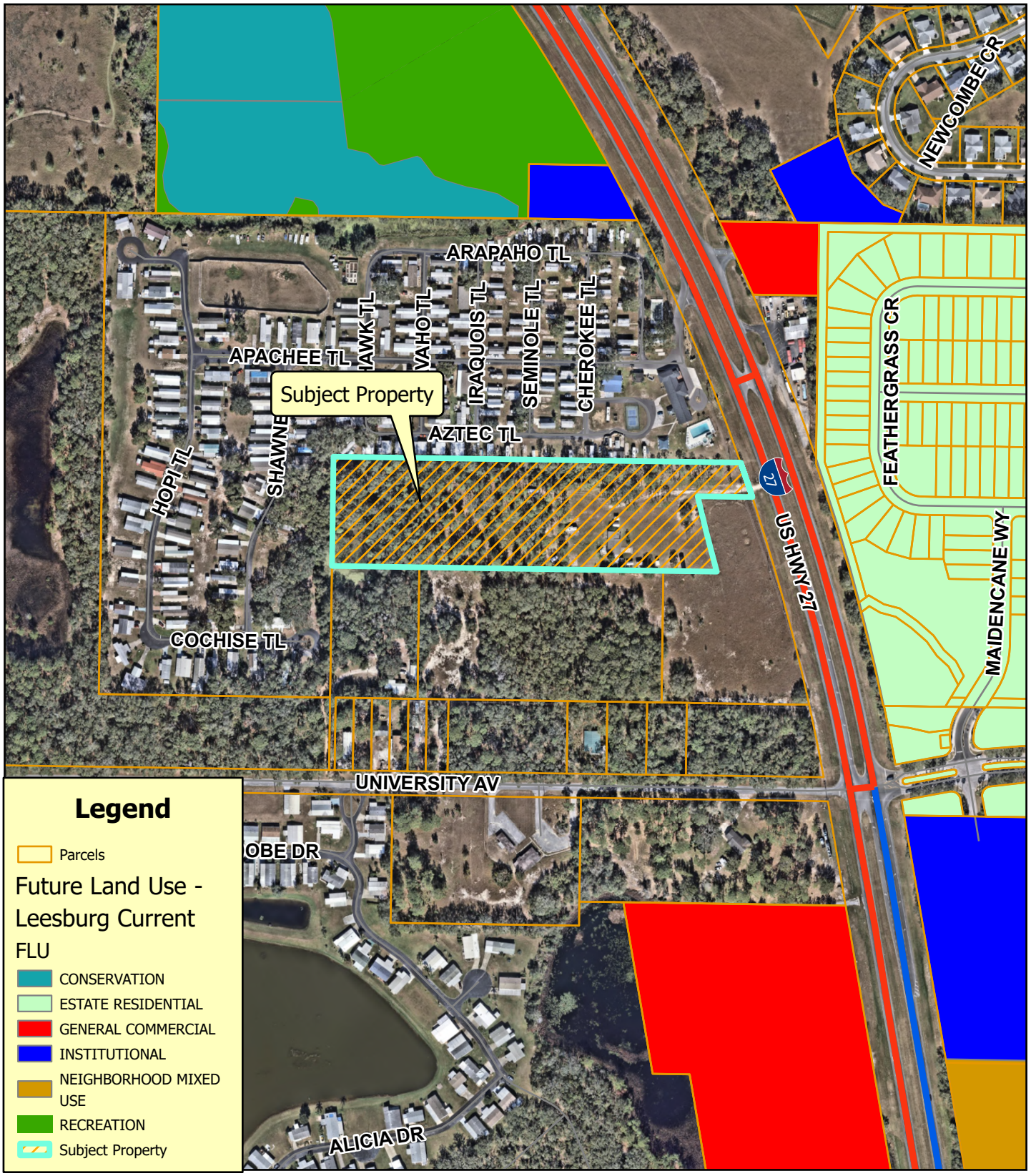
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Future Land Use



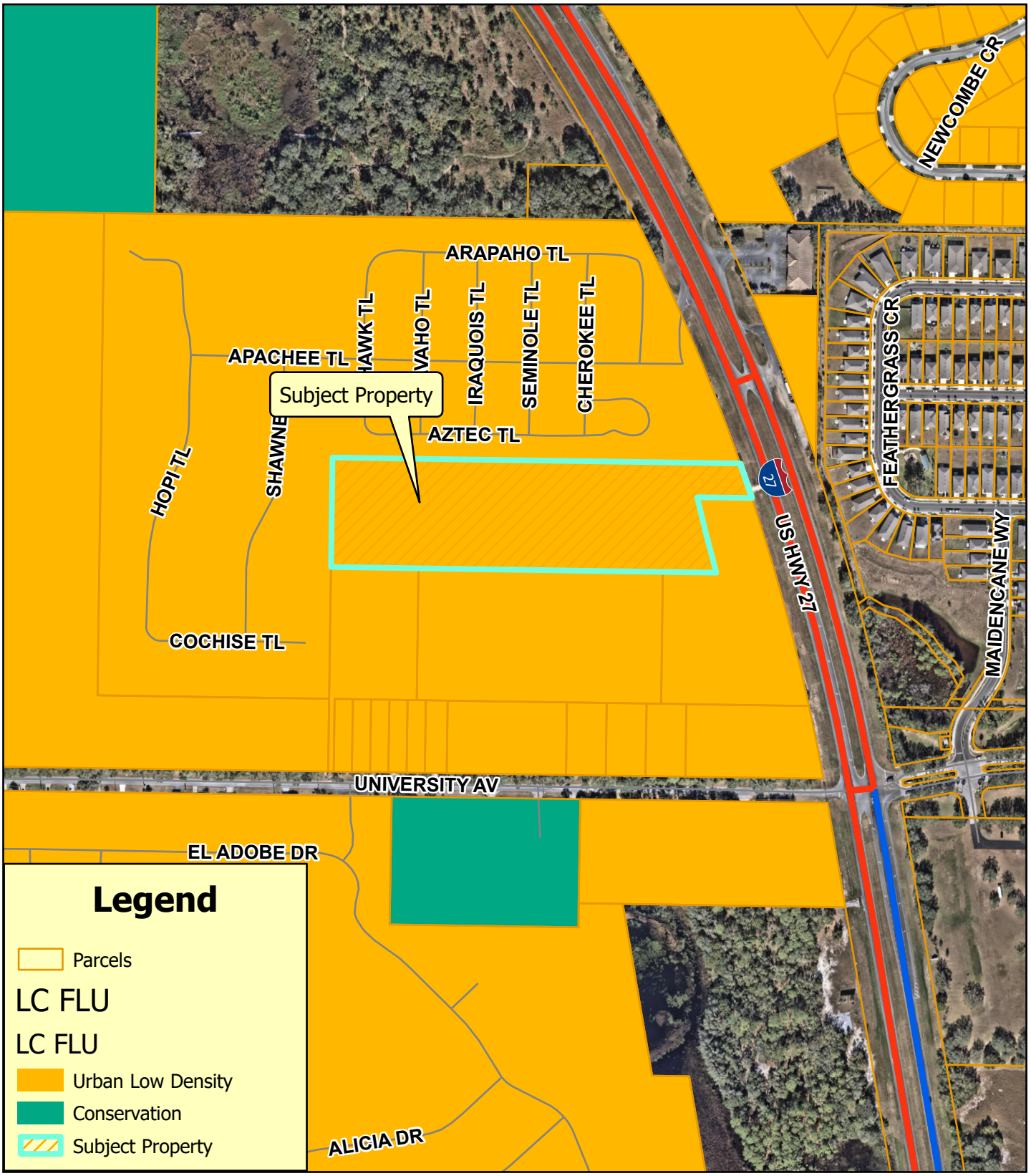
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Lake County Future Land Use



Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Proposed Future Land Use



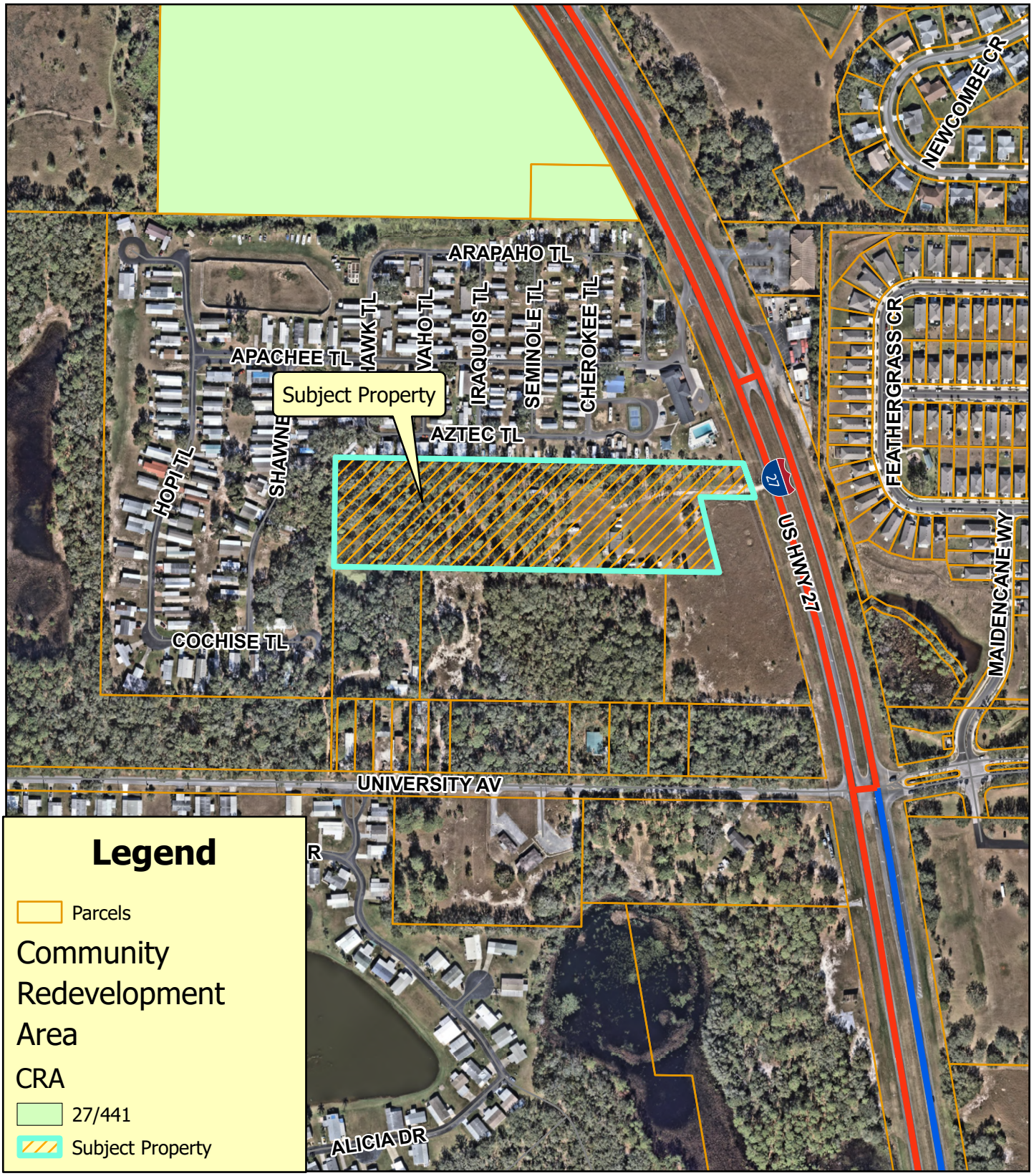
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Community Redevelopment Area



Legend

- Parcels
- Community Redevelopment Area
- CRA
- 27/441
- Subject Property

Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Surrounding Land Uses



Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025



Closeup of Sign on Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.A.3.

Meeting Date: November 24, 2025

From: Dan Miller, (Planning and Zoning Director), Max Vanallen, (Planner)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 7.3 +/- acres from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 50,200 square feet of Multi-use Office/Warehouse buildings for a property generally located west of U.S. Highway 27 and north of University Avenue, lying in Section 24, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Legacy Commerce SPUD)

Staff Recommendation:
Planning and Zoning Staff and Planning Commission recommend approval of the request to rezone the subject property from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development) to allow for 50,200 square feet of Multi-use Office/Warehouse buildings.

Analysis:
The project site is approximately 7.3 +/- acres, and is generally located west of U.S. Highway 27 and north of University Avenue as shown on the attached maps. At this time, the property is developed with one (1) single-family residence. The proposal will allow for the construction of 50,200 square feet of Multi-use Office/Warehouse buildings. The existing land uses surrounding the property are residential, commercial, government, and vacant commercial. City of Leesburg utilities are available nearby.

The Planning Commission held a public hearing on the application on September 18, 2025, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to SPUD (Small Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of

impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 7.3 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO CITY OF LEESBURG SPUD (SMALL PLANNED UNIT DEVELOPMENT) TO ALLOW FOR 50,200 SQUARE FEET OF MULTI-USE OFFICE/WAREHOUSE BUILDINGS FOR A PROPERTY GENERALLY LOCATED WEST OF U.S. HIGHWAY 27 AND NORTH OF UNIVERSITY AVENUE, LYING IN SECTION 24, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEGACY COMMERCE SPUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Infinity Holdings III, LLC, Petitioner, of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg SPUD (Small Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
Legal Description

Lake County Florida Parcel ID 24-20-24-0003-000-00702
Parcel Alt Key 1296285

Begin at the Northwest corner of the S 1/2 of the SE 1/4 of the SW 1/4, Sec. 24.Tp. 20 S, R 24 E, and run thence East along the North line of said S 1/2 of SE 1/4 of SW 1/4, 1110 feet, more or less, to the Westerly right-of-way line of Highway No. 27, thence Southeasterly along said right-of-way line, 100 feet, thence West 150 feet, thence Southeasterly parallel to Highway No. 27,217.9 feet, more or less, to a point which is 300 feet South of the North line of the S 1/2 of the SE 1/4 of the SW 1/4 of said Sec. 24, thence West 1063 feet, more or less, to the West line of said SE 1/4 of SW 1/4, thence Northerly along said West line of said SE 1/4 of SW 1/4, 300 feet to the point of beginning.

SUBJECT TO (right of way easement in favor of Sumter Electric Cooperative, Inc., contained in instrument recorded February 9, 1976, O.R. Book 604, Page 2120, Public Records of Lake County, Florida). comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions, easements, covenants, conditions, limitations, and reservations of record, provided that this recital shall not operate to reimpose same.

LEGACY COMMERCE AND INDUSTRY CENTER
SPUD (SMALL PLANNED UNIT DEVELOPMENT AGREEMENT)
September 19, 2025

This Planned Unit Development Agreement for a SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Infinity Holdings III, LLC, c/o Yicxy Pringle, "Permittee", 27101 US 27, Leesburg, FL 34748 (Joseph B. Bricklemyer, Agent, 17032 Johns Lake Dr, Winter Garden, FL 34787-9774)** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND
The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow future construction of proposed 50,200 square feet of multi-use office/warehouse building uses consisting of approximately 7.3 +/- acres generally located west of US Highway 27 and north of University Avenue, on a site within the City of Leesburg in accordance with their SPUD application and supplemental information.

PURPOSE
The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS
The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Infinity Holdings III, LLC, c/o Yicxy Pringle, "Permittee", 27101 US 27, Leesburg, FL 34748 (Joseph B. Bricklemyer, Agent, 17032 Johns Lake Dr, Winter Garden, FL 34787-9774)** to construct, operate, and maintain a Small Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 7.3 +/- acres, shall be used for mixed-use office and light industrial development substantially consistent with the **Conceptual Plan, Exhibit C**, attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Uses permitted in the C-3 (Highway Commercial) zoning district.
2. Office uses
3. Industrial flex space
4. Indoor light manufacturing (e.g., welding, building materials, clothing, machine parts, tools, etc.)
5. Building trades, contractors offices and associated indoor storage (e.g. plumbing, heating, electrical, etc.)
6. Warehousing/mini-warehouse
7. Trades shop, with no retail on-site (e.g. woodworking, cabinetry, furniture, upholstery, vehicle parts repair, etc., without daily customer foot traffic)
8. Printing and publishing services
9. Wholesale trade
10. Indoor Storage
11. Daycare
12. Private school
13. House of worship

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this SPUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. DEVELOPMENT STANDARDS

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 50-feet
2. Side: 20-feet
3. Rear: 50-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements

5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space
   1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height
   1. Maximum building height shall not exceed two (2) stories with a maximum height of 35-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:
   1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Final lot sizes and setbacks may be adjusted by Staff during the site plan review process to meet the intent of this SPUD (Small Planned Unit Development).

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

5. ACCESS AND CIRCULATION

A. Site Access
   1. Access to the site shall be provided by a minimum of one (1) access point from the existing contiguous paved road adjacent to the property, US Highway 27. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation.

B. Internal Circulation
   1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the industrial buildings.

C. Pedestrian Access
   1. Sidewalks shall be installed per City of Leesburg codes and specifications.
   2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General
   1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.
   2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

B. Industrial
   1. Parking lot landscape islands shall be at a total ratio of two hundred (200) square feet per one hundred fifty (150) linear feet of parking or one (1) every twelve (12) spaces. All parking areas shall terminate with a minimum of one hundred (150) square feet of landscaping area. Parking lot landscaping shall consist of one (1) ornamental tree and five (5) shrubs per two hundred (200) square feet of required landscaping.

7. ARCHITECTURAL STANDARDS

A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

C. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit E**, attached hereto.

D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

8. SIGNAGE

A. Ground signs
   1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.
   1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs
   1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs
   1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of

Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. Open space may consist of buffers, wetlands, and retention areas.

B. Required Perimeter Landscape Buffers:
   1. North – 15'
   2. South – 15'
   3. East – 15'
   4. West – 10'

C. Landscape buffers are to consist of natural existing landscaping where possible.

D. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this SPUD document and the Conceptual Site Plan **(Exhibit C)**, attached hereto, and City of Leesburg landscape code requirements.

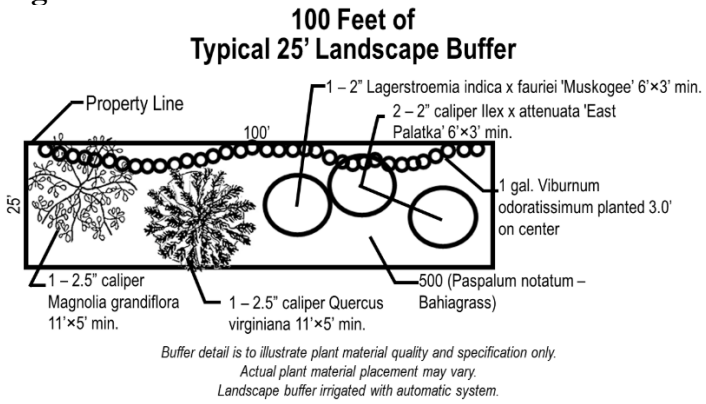
E. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-336, *Landscaping requirements for industrial district*, and at a minimum shall contain the following plantings as noted in Figures A and B below.

F. Wherever a residential district or use abuts the subject property, an opaque screen is required on the subject property to conceal the development from the adjacent residential property, at a minimum of six (6) feet, and no more than eight (8) feet in height. A wall, opaque fence, or dense foliage (existing and/or planted), shall be considered to meet this requirement. No such wall or fence shall be required in the front yard of the subject property adjacent to US Highway 27.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



H. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the SPUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

I. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor or arborist.

10. UTILITIES

A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
   1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
   2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the

applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowner's or property owners association is an acceptable maintenance entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
    a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
    b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

B. All wet stormwater ponds greater than 0.25 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health

considerations. Such fountains/aerators shall be owned and maintained by the Property Management entity required elsewhere herein.

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as delineated by the appropriate permitting agency.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the

subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

1. Traffic/transportation studies shall be submitted for new developments/phases during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.
2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to County Road 470.
2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular assess is available among and between all structures within the development.

E. Bus Stop

1. Because the proposed development lies along and near major transportation routes, a covered bus stop, located such that it meets the approval standards, codes and requirements of the City of Leesburg, Lake County and Lake-Sumter MPO, shall be provided by the developer if requested by the Lake-Sumter MPO or Lake County during the site plan review process.
2. If required by the Lake-Sumter MPO or Lake County, the bus stop shall be constructed prior to certificate of occupancy for the first building on the site.

14. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

16. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Small Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

C. Upon approval of this SPUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the SPUD within four (4) years of this approval becoming final with no appeal pending or the SPUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

17. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Small Planned Unit Development Agreement. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Small Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these SPUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. This SPUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

18. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**

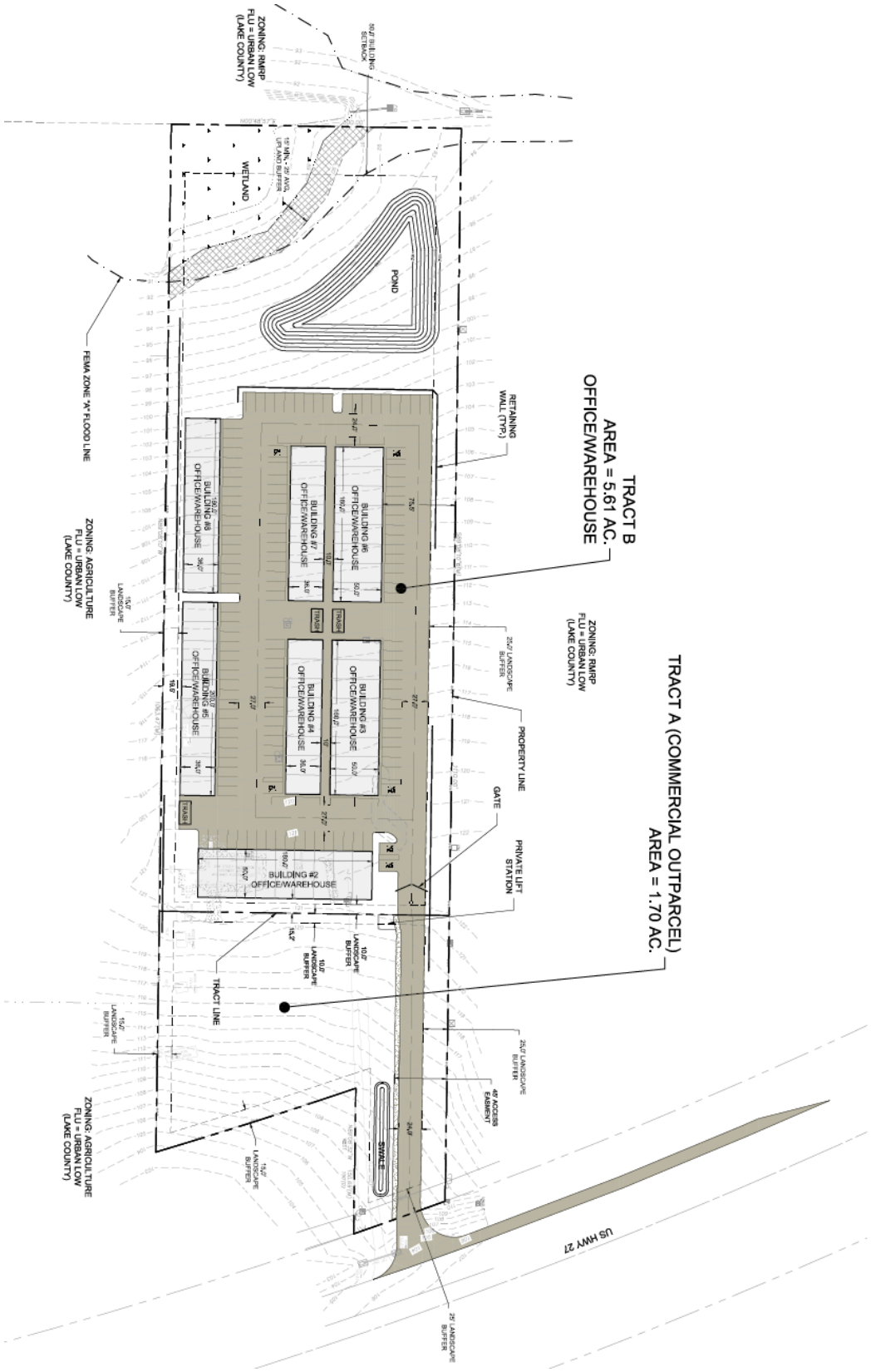
Lake County Florida Parcel ID 24-20-24-0003-000-00702 Parcel Alt Key 1296285

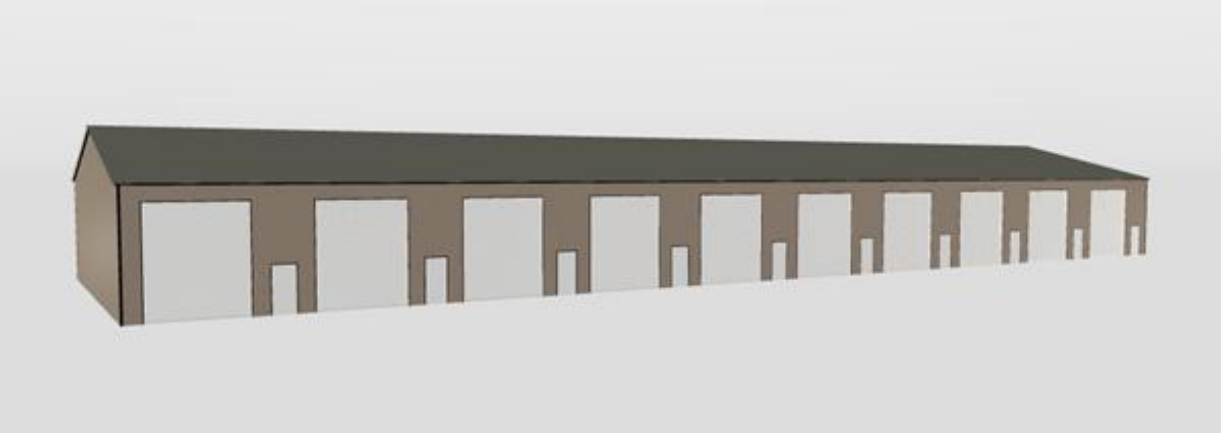
Begin at the Northwest corner of the S 1/2 of the SE 1/4 of the SW 1/4, Sec. 24.Tp. 20 S, R 24 E, and run thence East along the North line of said S 1/2 of SE 1/4 of SW 1/4, 1110 feet, more or less, to the Westerly right-of-way line of Highway No. 27, thence Southeasterly along said right-of-way line, 100 feet, thence West 150 feet, thence Southeasterly parallel to Highway No. 27,217.9 feet, more or less, to a point which is 300 feet South of the North line of the S 1/2 of the SE 1/4 of the SW 1/4 of said Sec. 24, thence West 1063 feet, more or less, to the West line of said SE 1/4 of SW 1/4, thence Northerly along said West line of said SE 1/4 of SW 1/4, 300 feet to the point of beginning.

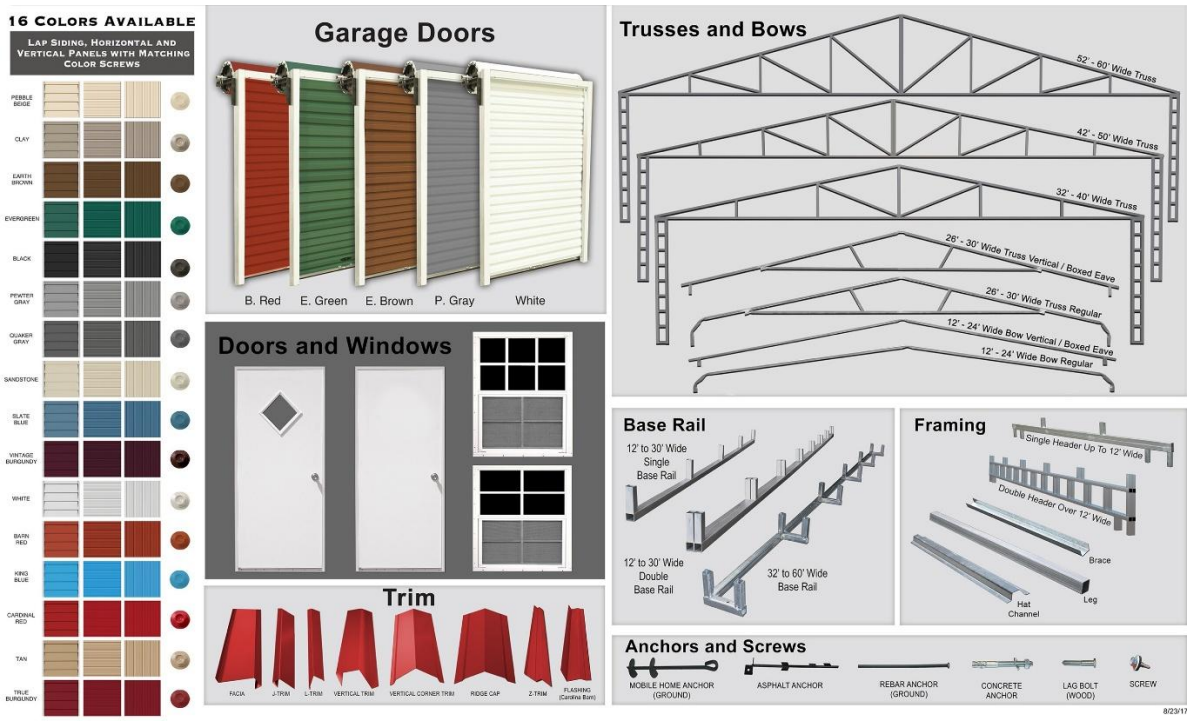
SUBJECT TO (right of way easement in favor of Sumter Electric Cooperative, Inc., contained in instrument recorded February 9, 1976, O.R. Book 604, Page 2120, Public Records of Lake County, Florida). comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions, easements, covenants, conditions, limitations, and reservations of record, provided that this recital shall not operate to reimpose same.

~ End of Legal Description ~

EXHIBIT C **CONCEPTUAL SITE PLAN**



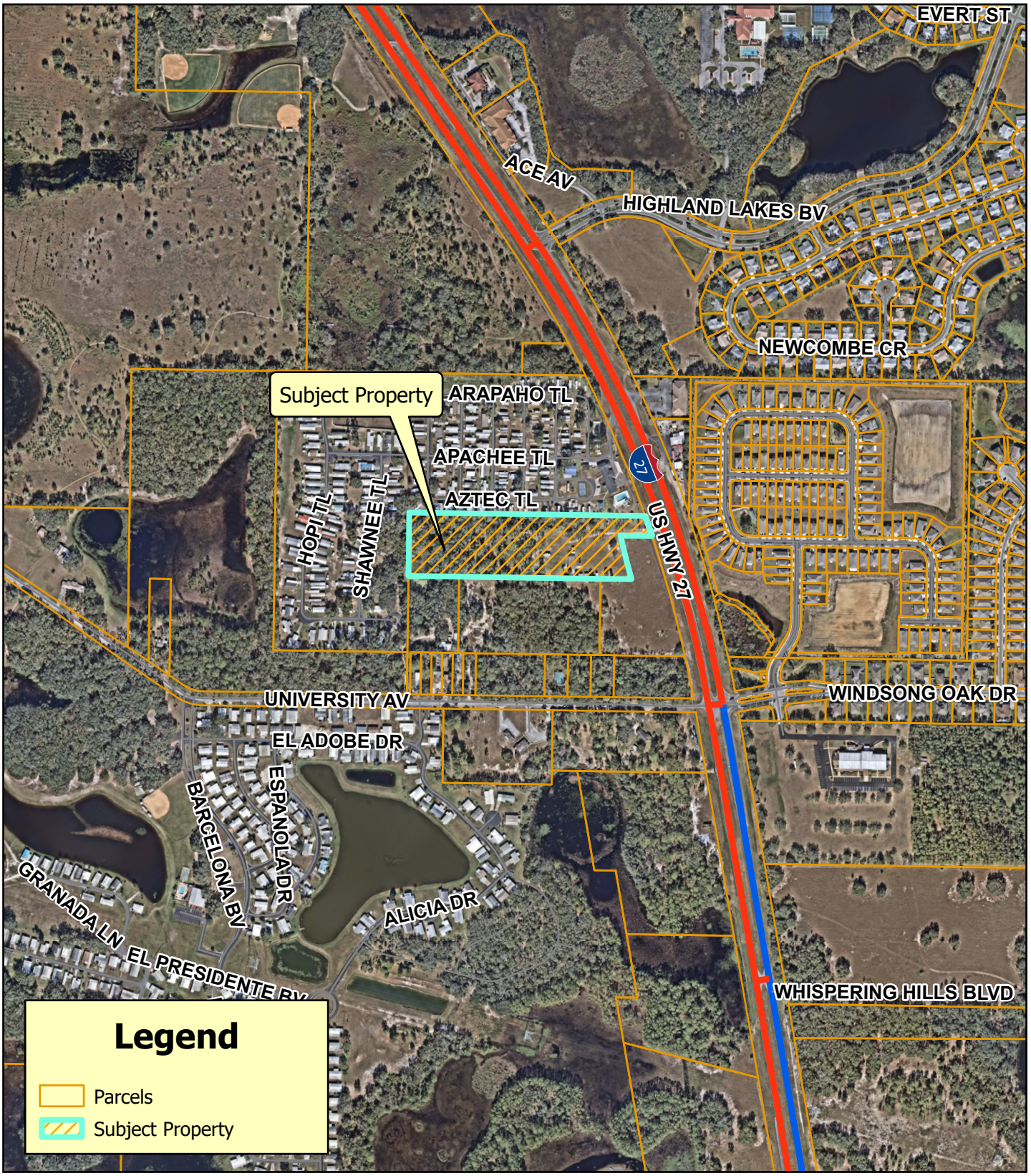



16 Colors Available
Lap Siding, Horizontal and Vertical Panels with Matching Color Screws
Garage Doors
B. Red
E. Green
E. Brown
P. Gray
White
Doors and Windows
Trim
Trusses and Bows
52' - 60' Wide Truss
42' - 50' Wide Truss
32' - 40' Wide Truss
26' - 30' Wide Truss Vertical / Boxed Eave
26' - 30' Wide Truss Regular
12' - 24' Wide Bow Vertical / Boxed Eave
12' - 24' Wide Bow Regular
Base Rail
12' to 30' Wide Single Base Rail
12' to 30' Wide Double Base Rail
32' to 60' Wide Base Rail
Framing
Single Header Up To 12' Wide
Double Header Over 12' Wide
Brace
Leg
Hat Channel
Anchors and Screws
MOBILE HOME ANCHOR (GROUND)
ASPHALT ANCHOR
REBAR ANCHOR (GROUND)
CONCRETE ANCHOR
LAG BOLT (WOOD)
SCREW
8/23/17

Examples of Acceptable / Unacceptable Lighting Fixtures



Extended Aerial



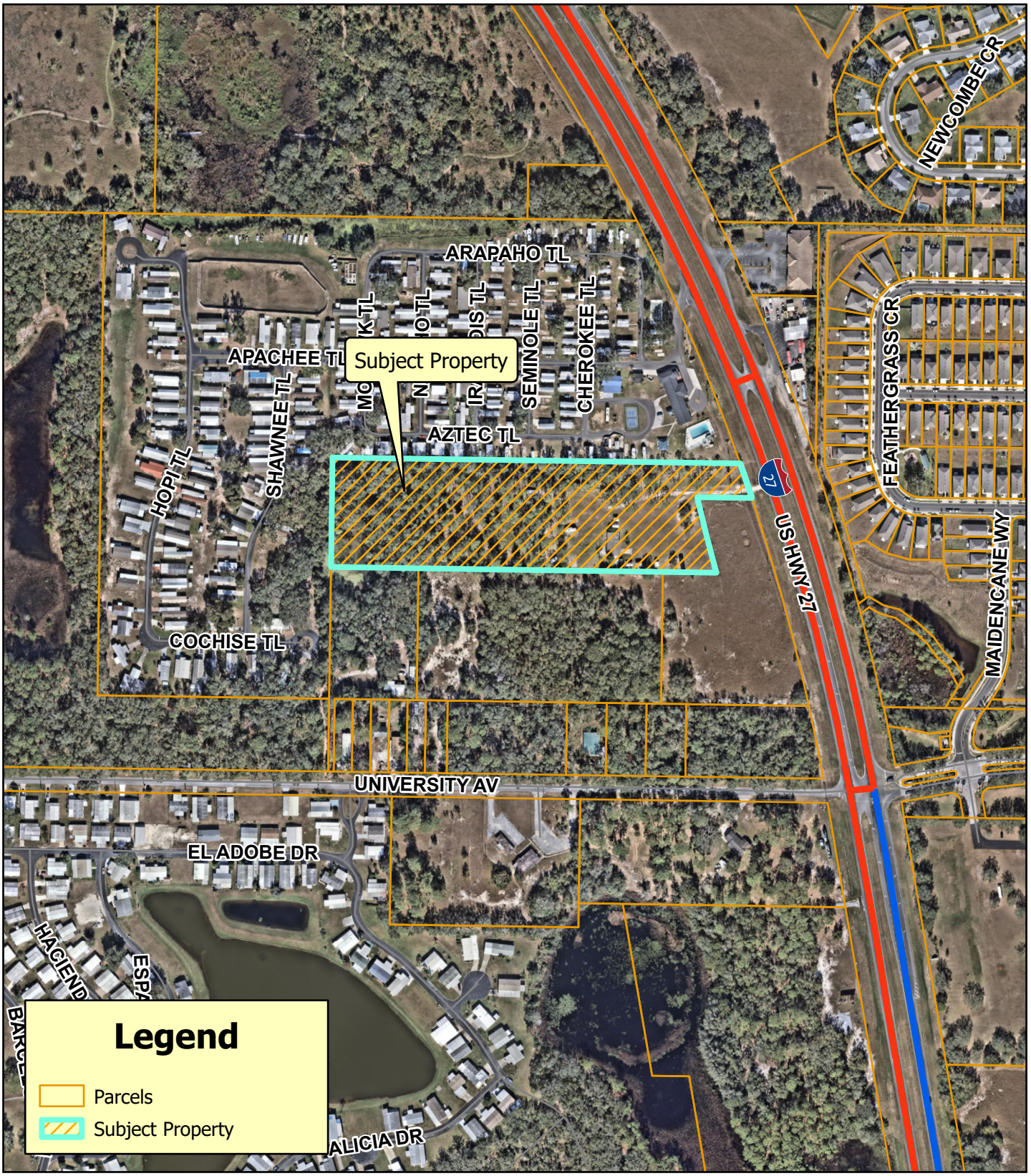
Planning & Zoning Division

N

0 245 490 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Aerial



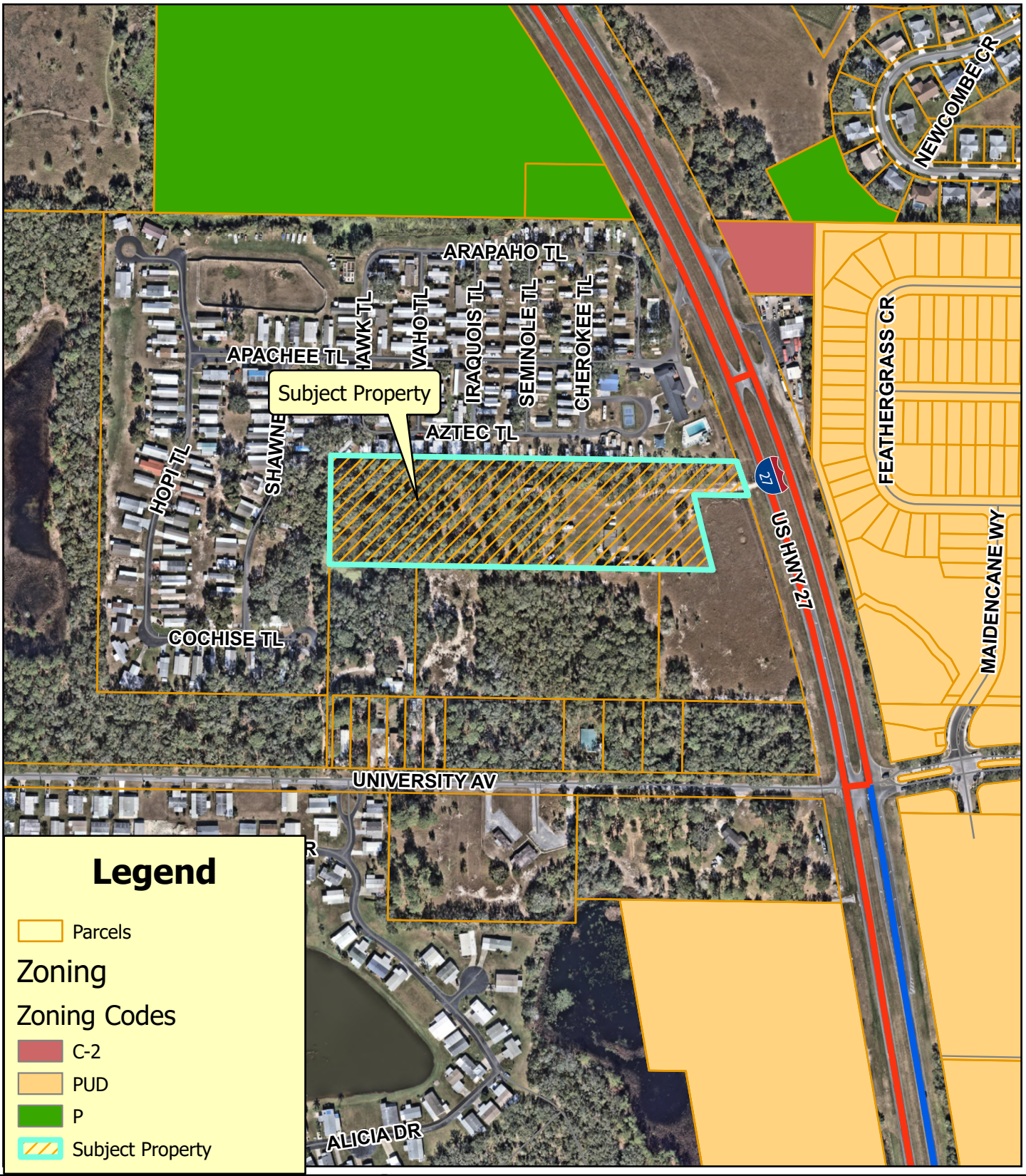
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Zoning



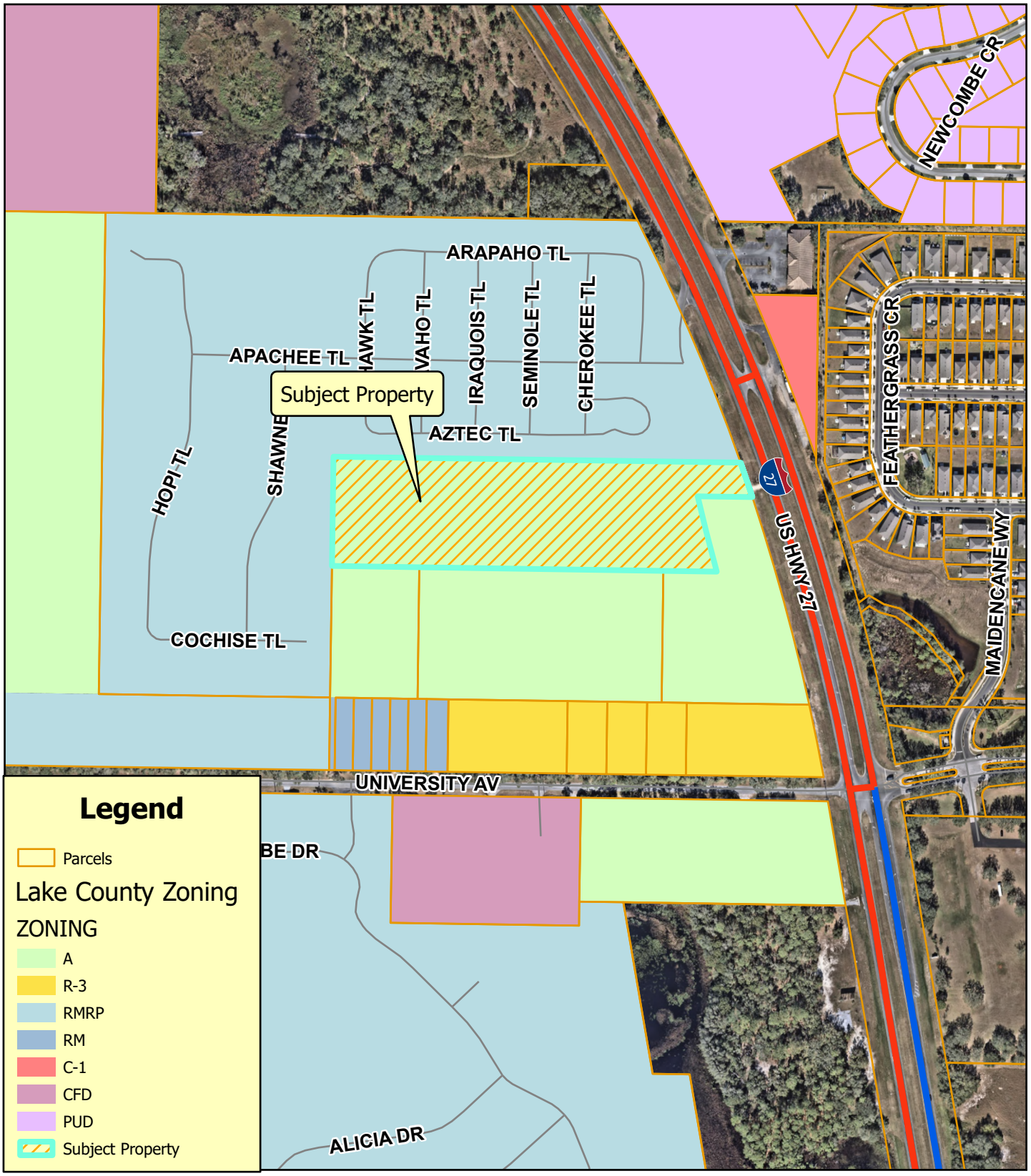
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Lake County Zoning



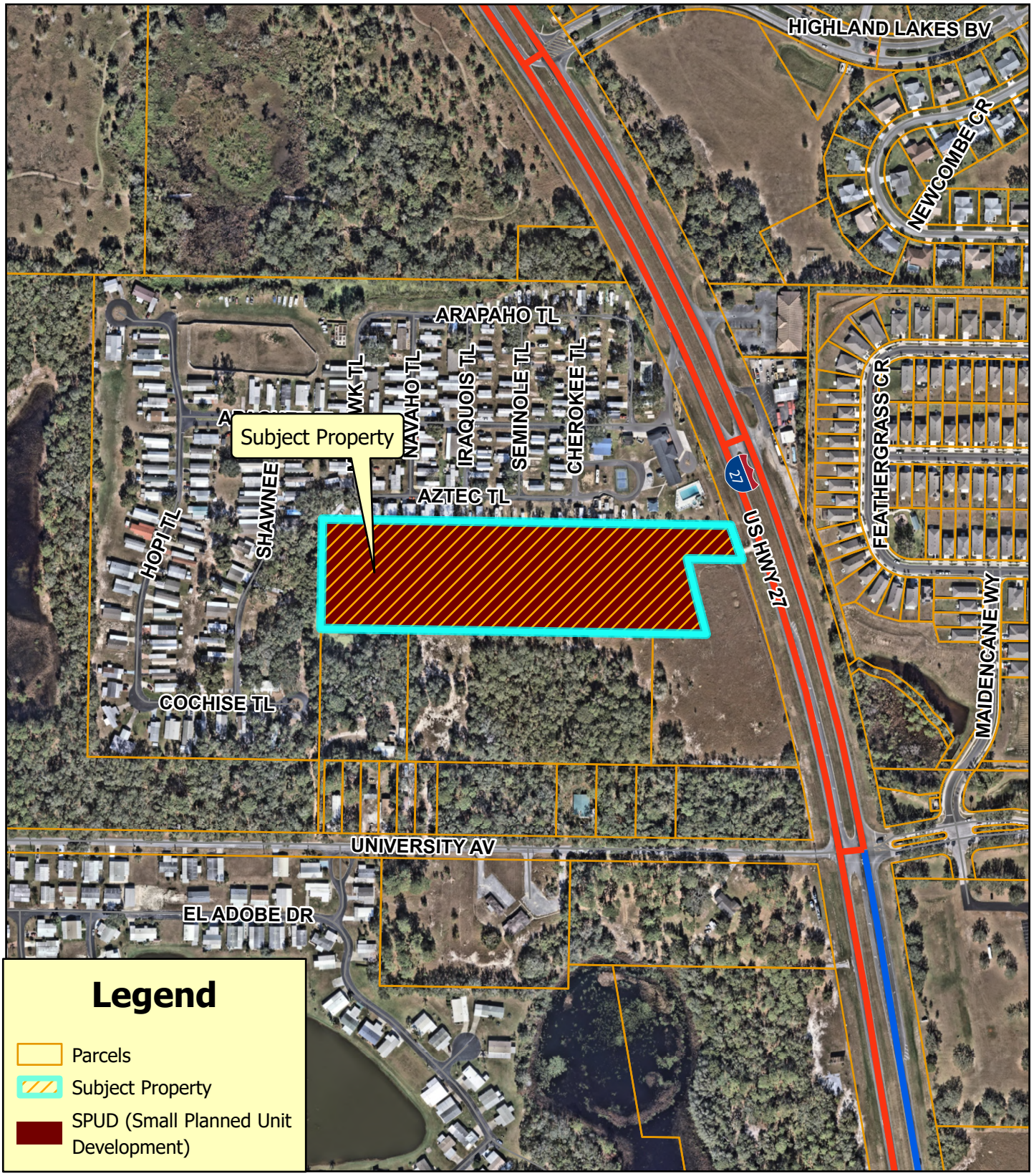
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Proposed Zoning



Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Surrounding Land Uses



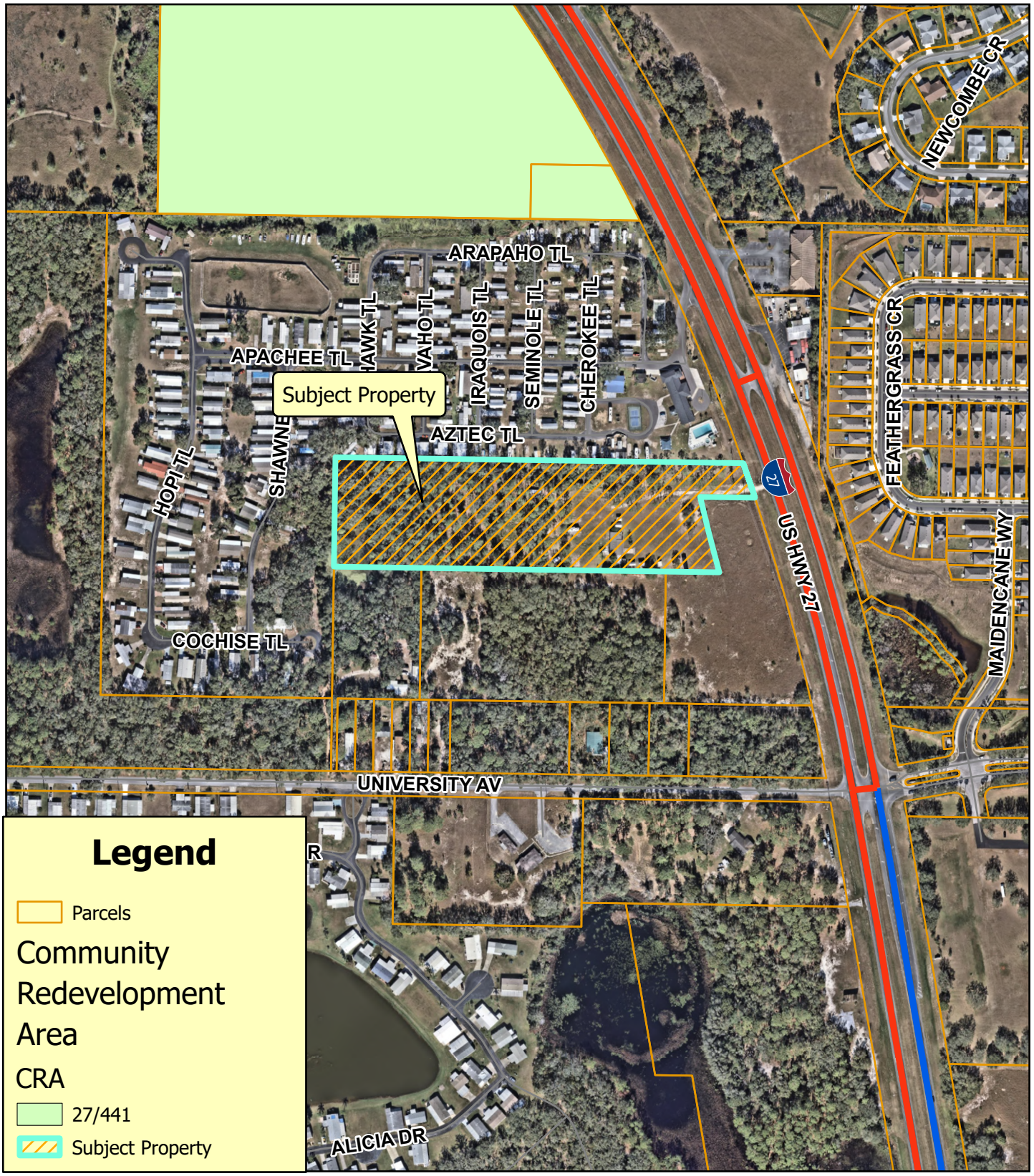
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Community Redevelopment Area



Legend

- Parcels
- Community Redevelopment Area
- CRA
- 27/441
- Subject Property

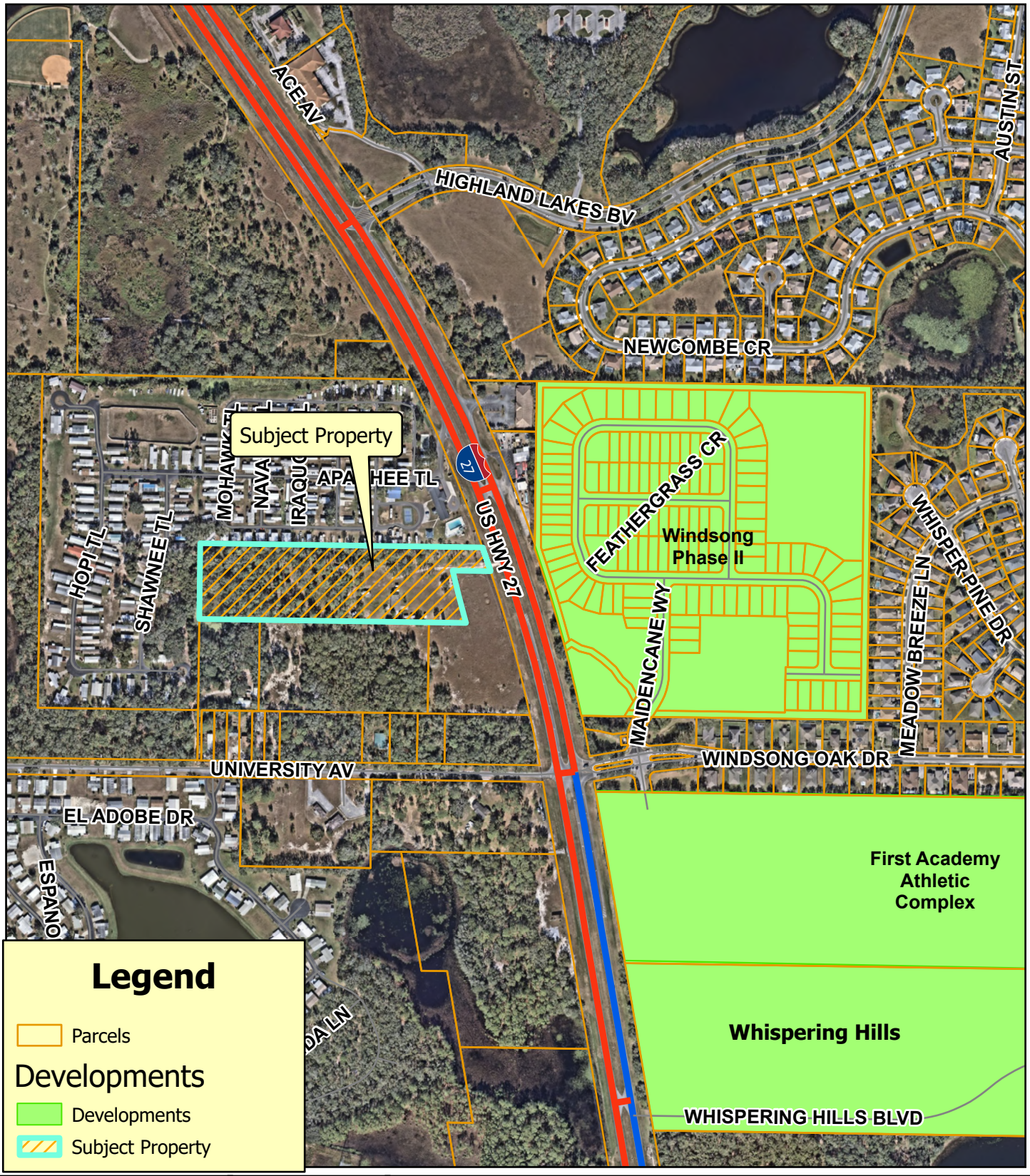
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Developments



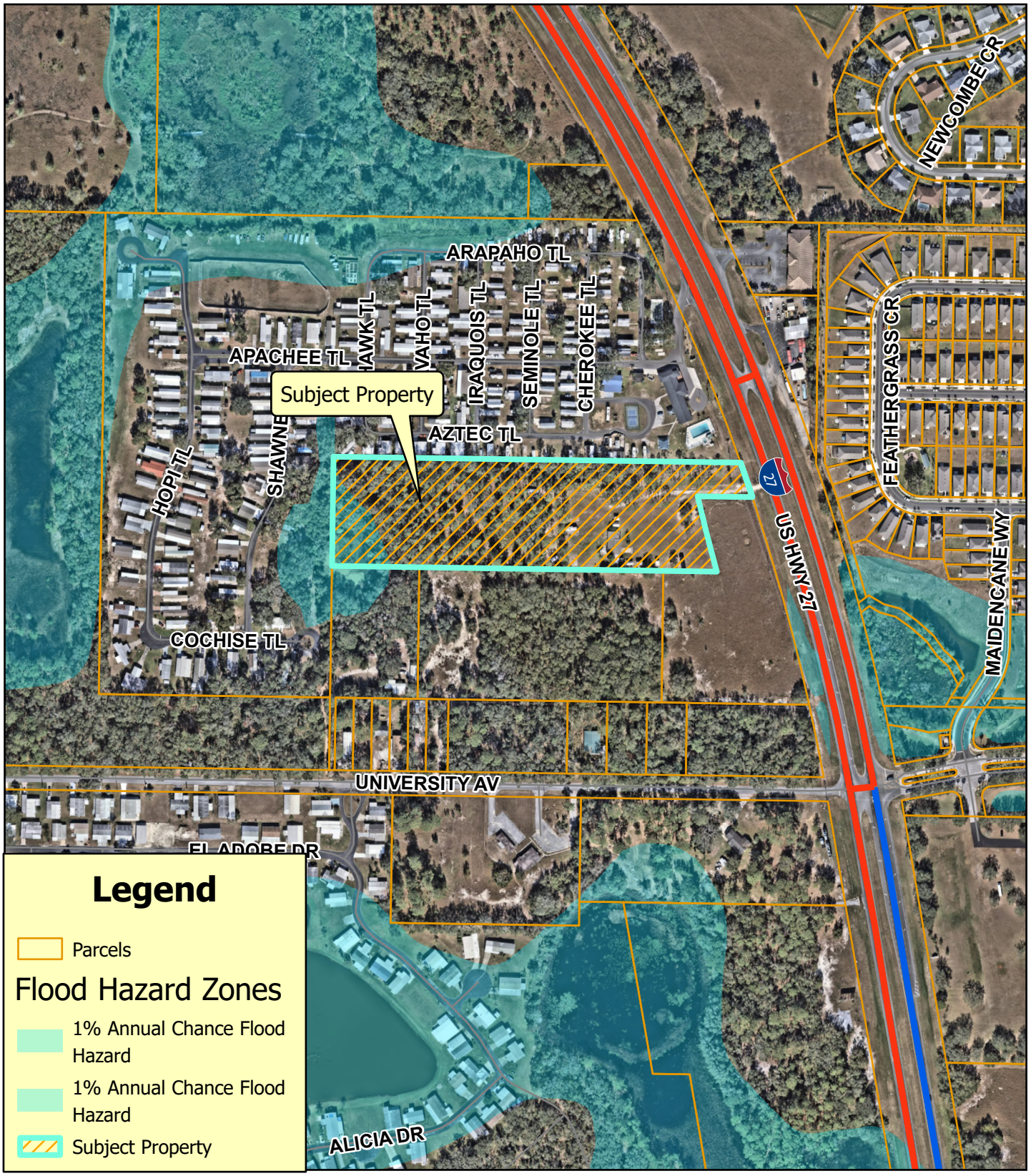
Planning & Zoning Division

N

0 205 410 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Flood Zone



Legend

- Parcels

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Subject Property

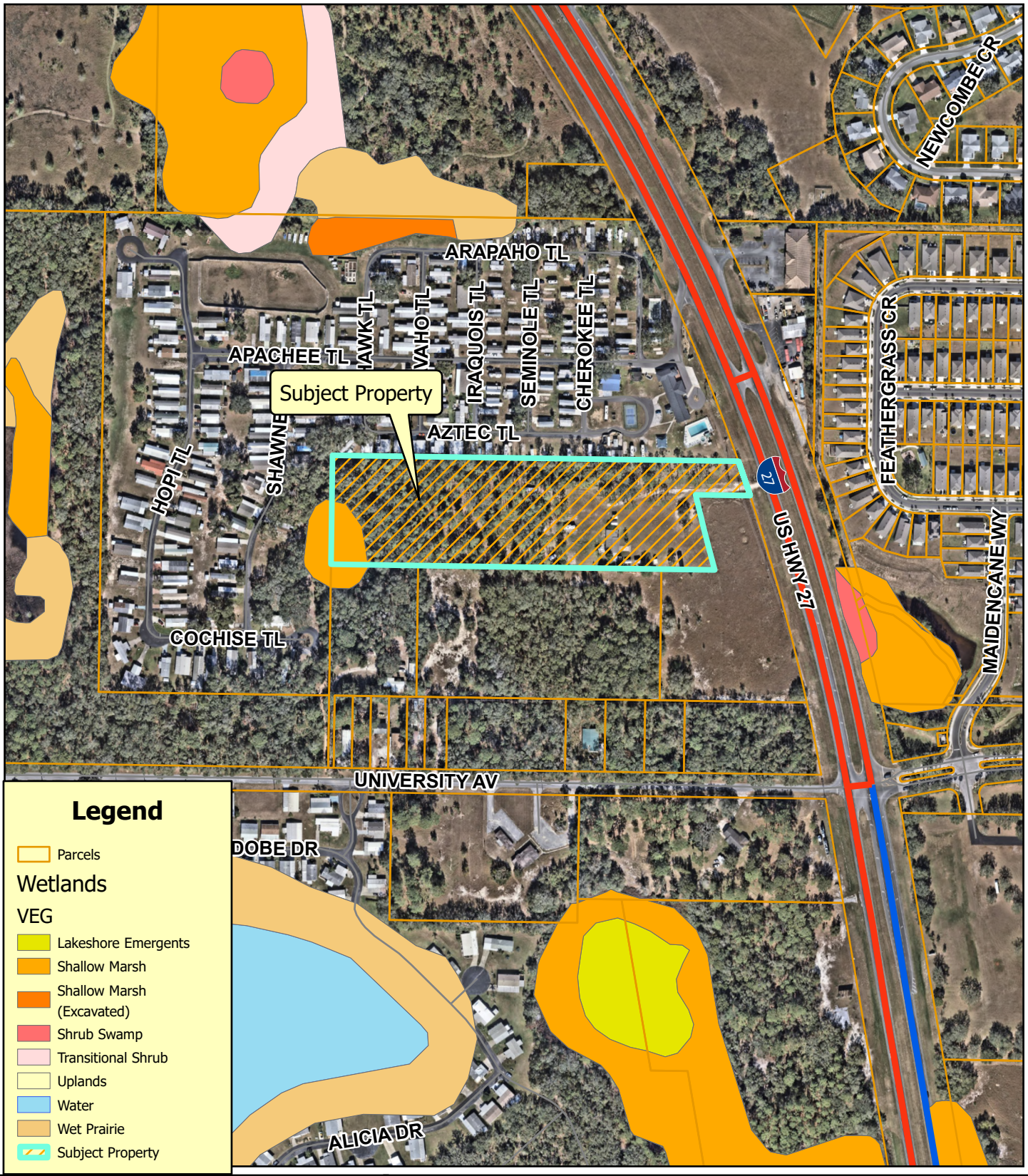
Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025

Wetlands



Planning & Zoning Division

N

0 140 280 Feet

Legacy Commerce & Industry Park
ANNX-25-643; SSCP-25-644; SPUD-25-645
Alternate Key(s): 1296285
Section 24 Township 20 South, Range 24 East
August 18, 2025



Closeup of Sign on Subject Property



Looking North along US Highway 27 from Subject Property



Looking East across US Highway 27 from Subject Property



Looking South along US Highway 27 from Subject Property



Looking West onto Subject Property from US Highway 27

City of Leesburg
Lake Front City

Agenda Memorandum

Item No:	6.A.4.
Meeting Date:	November 24, 2025
From:	Dan Miller, (Planning and Zoning Director), Dianne Yekel, (Senior Planner)
Subject:	An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 20.36 +/- acres from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development, for a property generally located north of U.S. Highway 441 and east of Pemble Road, lying in Section 20, Township 19 South, Range 25 East, Lake County, Florida; and providing an effective date. (Leesburg Lake Front PUD)

Staff Recommendation:
Planning and Zoning Staff recommend approval of the request to rezone the subject property from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development) to allow for a mixed-use development.

Analysis:
The project site is approximately 20.36 +/- acres, and is generally located north of U.S. Highway 441 and east of Pemble Road as shown on the attached maps. At this time, the property is vacant. The proposal will allow for a mixed-use development. The existing land uses surrounding the property are single-family, government wetlands, vacant government municipal, convenience store, freestanding building, office, auto sales, vacant residential, medical building, and a 55+ mobile home community. Connection to City of Leesburg utilities shall be the responsibility of the developer at the time of development.

The Planning Commission held a public hearing on the application on September 18, 2025, and recommended approval.

Procurement Analysis:
N/A

Options:
1. Approve the proposed rezoning to PUD (Planned Unit Development); or
2. Other such action as the Commission may deem appropriate.

Fiscal Impact:
Future development on this site will create a positive fiscal impact on the City of Leesburg, in the form of impact and utility fees, plus ad valorem taxes.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 20.36 +/- ACRES FROM CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (HIGHWAY COMMERCIAL) TO CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED NORTH OF U.S. HIGHWAY 441 AND EAST OF PEMBLE ROAD, LYING IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (LEESBURG LAKE FRONT PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.
Based upon the petition of Michael Rankin, LPG on behalf of Leesburg Lakefront RV Park LLC, "Permittee" of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from City of Leesburg PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.
This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of November 2025.

THE CITY OF LEESBURG, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT S, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT S, THENCE

SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD, LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD

PARCEL 3:

BEGIN ON THE WEST LINE OF GOVERNMENT LOT 4 IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ON NORTHERLY RIGHT OF WAY OF ABANDONED SEABOARD COASTLINE RAILROAD, RUN NORTH ALONG THE WEST LINE OF GOVERNMENT LOT 4 A DISTANCE OF 40 FEET, THENCE EASTERLY PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED SEABOARD COASTLINE RAILROAD TO A POINT 20 FEET EAST OF WEST LINE OF GOVERNMENT LOT 4, THENCE NORTH 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GOVERNMENT LOT 4 TO A POINT 2,802.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, THENCE EAST TO A POINT 460 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 4, THENCE SOUTH TO RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE

1069, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST 200 FEET, THENCE SOUTHEASTERLY

- TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 5 THAT IS 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO BEING LOCATED ON THE NORTHERLY RIGHT OF WAY OF A.C.L. RAILROAD; THENCE NORTH 322.32 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT NO. 4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S.

HIGHWAY NO. 441, RUN THENCE EASTERLY ALONG AND WITH SAID RIGHT OF WAY LINE FOR 400 FEET TO A POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT OF LAND: CONTINUE THENCE EASTERLY ALONG AND WITH SAID RIGHT OF WAY LINE FOR 290.5 FEET, THENCE RUN NORTH 00°24'40 EAST 191.17 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A.C.L. RAILROAD, THENCE RUN WESTERLY ALONG AND WITH SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT THAT IS NORTH 12°36

30 WEST OF THE POINT OF BEGINNING, THIENCE RUN SOUTH 12°36'30* EAST 190.0 FEET TO THE POINT OF BEGINNING.

LEESBURG LAKE FRONT
PUD (PLANNED UNIT DEVELOPMENT AGREEMENT)
SEPTEMBER 18, 2025

This Planned Unit Development Agreement for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg Planning Commission, Lake County, Florida to **Leesburg Lakefront RV Park LLC, "Owner", 976 Lake Baldwin Lane, Suite 202, Orlando, FL 32814 (Michael Rankin, LPG Urban & Regional Planners, LLC, Petitioner), "Permittee"** for the purposes described herein, and subject to the terms and conditions as set forth in this document, pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow a future mixed-use development consisting of 278 multi-family units, 12,000 sq ft commercial use, 2,800 sq ft clubhouse, plus a leasing office and boathouse on approximately 20.36 +/- acres generally located north of US Highway 441 and east of Pemble Road, on a site within the City of Leesburg ISBA in accordance with their PUD application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **Leesburg Lakefront RV Park LLC, "Owner", 976 Lake Baldwin Lane, Suite 202, Orlando, FL 32814** to construct, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, in accordance with the requirements set forth herein. The property is more particularly described below.

2. **LEGAL DESCRIPTION**

   See attached **Exhibit B, Legal Description**.

3. LAND USE

The above-described property, containing approximately 20.36 +/- acres, shall be used for a mixed-use development substantially consistent with the **Conceptual Plan, Exhibit C,** attached hereto, pursuant to City of Leesburg development codes and standards.

A. Permitted Uses

1. Townhouses
2. Multifamily
3. Clubhouse
4. Pool
5. Restaurant/lounge
6. Personal Services
7. Retail Sales & Services
8. Flex Space
9. Office
10. Leasing
11. Financial Institutions/Banks
12. Boat Ramp
13. Boat House
14. Water Retention Areas

B. Other Related Uses

Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in this PUD Agreement, and shall meet the parking standards as required herein. Parking availability and daily trips generated may limit the permitted uses.

C. Prohibited Uses

All uses not specifically permitted by Sections 3.A. are considered prohibited.

4. DEVELOPMENT STANDARDS

A. Lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions, and may limit the permitted uses based on site plan requirements.

B. Building Setbacks (as measured from the property lines)

1. Front: 30-feet
2. Side: 20-feet
3. Rear: 20-feet
4. Perimeter property boundary: See Section 10, Open Space, Landscaping & Buffer Requirements
5. Accessory structures shall have a minimum rear and side setback of ten (10) feet, and shall not occupy more than 15% of the required rear yard.

C. Open Space

1. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

D. Height
   1. Maximum building height shall not exceed four (4) stories with a maximum height of 55-feet except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

E. Maximum allowed Impervious Surface Ratio (ISR) of 65%.

F. All structure heights shall be measured from the first floor, finished floor elevation on the site.

G. Easements:
   1. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities.

H. Roadways within the development shall be paved with concrete, asphalt or pavers.

I. Areas of property not occupied by structures, displays or paving shall be landscaped and maintained in accordance with City of Leesburg Code of Ordinances, as amended.

J. Required parking spaces for any proposed restaurant/lounge use shall be determined by City Staff at Site Plan review.

5. ACCESS AND CIRCULATION

A. Site Access
   1. Access to the site shall be provided by two (2) access points from US Highway 441, as shown on **Exhibit C, Conceptual Site Plan,** attached hereto. Final determination of the direction of traffic movement into and out of all permitted access points shall be determined through the traffic/transportation study review process as required by the City's site plan review process, including review by Lake County Public Works and/or Florida Department of Transportation, and the Development Review process.

B. Internal Circulation
   1. All drives and access points shall be constructed so that the continuous vehicular and pedestrian access is available among and between the buildings.

C. Pedestrian Access
   1. Sidewalks shall be installed per City of Leesburg codes and specifications.
   2. All pedestrians crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

6. PARKING

A. General
   1. The permittee shall have off-street parking spaces within all areas of the property per an approved site plan pursuant to the City of Leesburg Code of Ordinances. All development shall include the required number of handicapped parking spaces.

2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

7. ARCHITECTURAL STANDARDS

A. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that the equipment is not seen from the public-right-of way or residential property.

B. With the exception of building height and setbacks, spatial requirements set forth herein for non-residential structures shall be deemed satisfied provided as-built measurements do not deviate from such requirement by more than five (5) percent.

C. The Permittee shall utilize "Dark Sky" lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as **Exhibit D**, attached hereto.

D. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Director or designee.

E. The structure shall be subject to Section 25-360 City of Leesburg Code of Ordinances.

8. SIGNAGE

A. Ground signs

1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.

B. Alternative Designs.

1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.

C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

D. Wall signs

1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

9. OPEN SPACE, LANDSCAPING & BUFFER REQUIREMENTS

A. A minimum thirty (30) foot separate buffer tract with plantings as shown in Figure A below, shall be provided along the western boundary of the subject property. In addition, a minimum twenty-five (25) foot separate buffer tract shall be installed along the southern property line, north of and parallel to the power easement. In addition to the thirty (30) foot buffer on the western boundary, a four (4) foot berm shall be established near the existing property line, upon which the fence noted below shall be constructed.

B. A six (6) foot high privacy fence shall be provided along the western and southern

boundary lines. This fence shall be shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locates. This fence shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.

C. The area of the parcels identified as Lake County Alternate Key 1182956 and 1703654, lying between U.S. Highway 441 and the power line easement, shall be landscaped as follows:
   1. Canopy trees ……. six inches caliper, 2 per 100 linear feet.
   2. Understory trees ……four-inch caliper, 3 per 100 linear feet.
   3. Shrubs ……....as seen in Figure A.
   4. Groundcover …….as seen in Figure A.

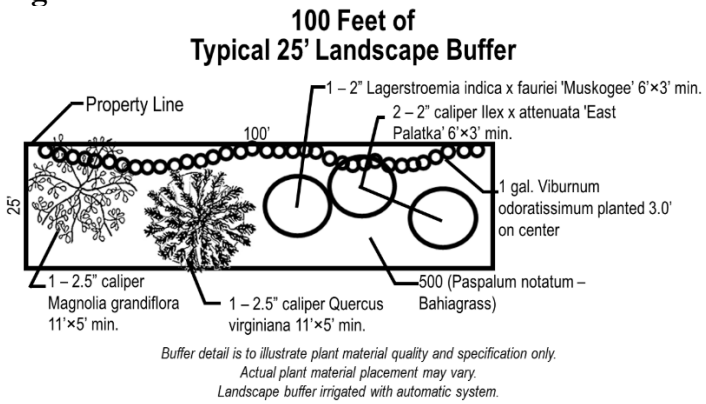
D. Land uses allowed within the upland buffers are limited to hiking trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.

E. Where not otherwise required herein, all landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



F. Minimum open space allowance for the site shall be 30% which may consist of wetlands, stormwater ponds, recreational areas, and common areas.

G. Variations to the landscape and buffering requirements of the code may be approved by the Planning and Zoning Director or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers.

H. The surveying of trees on the property shall be conducted as follows:
   1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review process. This may include amending the site plan to save specimen, heritage and historic trees.
   2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
   3. The tree survey shall be completed by a licensed surveyor.

10. UTILITIES

A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
   1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
   2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
   3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

11. STORMWATER/DRAINAGE MANAGEMENT

A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
3. A responsible legal entity for the maintenance of the stormwater management system shall be provided prior to final site plan approval. A property owners or maintenance association is an acceptable entity.
4. The existing 100-year flood plain on the property shall be shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
    a. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
    b. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project;
8. All wet stormwater ponds greater than 0.25 acres in size shall have a minimum of one (1) functioning fountain/aerator for the purpose of aesthetic and public health considerations. Such fountains/aerators shall be owned and maintained by the Property Management entity required elsewhere herein.

12. WETLANDS, FLOOD ZONES & WILDLIFE

A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan application process.

B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a property owner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.

C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary, or as determined by the appropriate state agency.

D. Wetlands shall have an average upland buffer of 25 feet, with a minimum of 15 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.

E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.

F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.

H. A map indicating the location of the 100-year flood plain.

I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and/or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

J. Through the Site Plan Review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

13. TRANSPORTATION IMPROVEMENTS

A. Traffic/Transportation Study

1. A traffic/transportation study shall be submitted during the site plan review process, for review and determination of any access improvements as required by FDOT, Lake County, the Lake-Sumter MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.

B. Approvals for Improvements

1. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said

approval shall also be contingent upon review and approval by the Lake-Sumter MPO, Lake County and the Florida Department of Transportation where required.

2. Improvements required may include, but are not limited to, traffic signals, turn lanes, acceleration/deceleration lanes, etc.

C. Roadway Improvements

1. The Applicant shall provide all necessary roadway and intersection improvements within the development and its connection to US Highway 27.
2. Any offsite improvements required by FDOT, Lake County, Lake-Sumter MPO and the City of Leesburg shall be based on a current traffic analysis, shall be the developer's responsibility and shall be reviewed by City staff during the site plan review process. Approval of all necessary permits and improvements as required by the City of Leesburg, the Lake-Sumter MPO, Lake County and FDOT shall include any needed right-of-way, signalization and improvements required to support the development.

D. Internal Circulation

1. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular assess is available among and between all structures within the development.

14. IRRIGATION & WATER USAGE

A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

15. RECREATION REQUIREMENTS

A. Recreational development provided on the site shall include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents, as seen on the attached Conceptual Development Plan, Exhibit C.

B. Recreational requirements shall include a minimum of four (4) active recreation areas, at a minimum of 1.4 total acres provided, as shown in Exhibit C, Conceptual Development Plan. The location of these sites may vary based on final design. The uses in these primary active recreation areas shall consist of:
1) An amenity building and swimming pool,
2) A walking trail around the circumference of the retention area on the south side of the property,
3) A children's playground with playground equipment, and
4) A separate, fenced dog park area.

C. Surrounding the main stormwater retention pond/area on the south side of the property, the developer shall construct a multi-use trail system, as shown in Conceptual Development Plan, Exhibit C.

D. Unless specified otherwise herein, all recreation spaces may include, but are not limited to:
   1. Trails, exercise stations, boardwalks, water feature overlooks;
   2. Gazebos, grills, picnic tables, benches;
   3. Playgrounds, tot lots;
   4. Basketball, tennis, pickleball, shuffleboard, handball courts, etc.;
   5. Community swimming pool, including the deck area surrounding such pools;
   6. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreational purposes;
   7. Other active recreational activities may be used, subject to approval by the City of Leesburg.

16. MAINTENANCE

A. With the exception of any public utilities, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and drainage shall be the responsibility of the property owner. A property owner's association shall serve as an appropriate entity for all common properties within the development.

17. DEVELOPMENT PHASING & IMPLEMENTATION

A. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conditions and Conceptual Plan. Changes to the development conditions or conceptual plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.

B. As part of the overall development review process, if the project is constructed in phases, the plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

18. REVERSION

A. Upon approval of this PUD by the City Commission, a development permit or building permit application must be submitted with the City for work related to one or more phases of the PUD within four (4) years of this approval becoming final with no appeal pending or the PUD will automatically expire, unless otherwise lawfully extended by the City or Section 252.363, Florida Statutes. In the event the PUD expires, the Property shall be governed by the zoning regulations applicable to the RE-1 (Estate Density Residential) zoning district.

19. MISCELLANEOUS CONDITIONS

A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Agreement. Any other proposed use must be

specifically authorized in accordance with the Planned Development amendment process.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Construction and operation of the proposed use(s) shall at all times comply with the Planned Unit Development Agreement set forth herein, and with all City and other governmental agencies rules and regulations.

D. The transfer of ownership or lease of any or all of the property described in these PUD Agreement of Approval shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.

E. This PUD Agreement shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition as set forth herein.

20. LEVELS OF SERVICE

A. Levels of Service

1. As submitted, the development resulting from the proposed zoning change may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid water. No final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

A. Projected Capacities

a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.

C. If the development requires construction of new distribution or collection lines, or other infrastructure needed to develop the subdivision, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

D. Commitment of Capacity

1. There are no previous commitments of any existing or planned excess capacity for this property.

E. Ability to Provide Services

1. At this time, the City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. Future development within the City of Leesburg utility service areas may impact the provision of utility services.

EXHIBIT B **LEGAL DESCRIPTION**

PARCEL 1:

THE EAST 200 FEET OF WEST 1/2 OF GOVERNMENT LOT 4 NORTH OF A.C.L. RAILROAD IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

BEGINNING 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT S, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST IN LAKE COUNTY, FLORIDA, RUN SOUTH TO HIGHWAY 441, THENCE SOUTHWESTERLY ALONG SAID HIGHWAY TO A POINT 640 FEET WEST OF THE EAST LINE OF GOVERNMENT LOT 4, WEST TO THE LAKE, NORTHEASTERLY ALONG SAID LAKE TO A POINT 200 FEET WEST OF THE NORTHWEST CORNER OF GOVERNMENT LOT S, THENCE

SOUTHEASTERLY TO THE POINT OF BEGINNING. ALSO, THE WEST 20 FEET OF THE EAST 1/2 OF GOVERNMENT LOT 4 NORTH OF THE RIGHT-OF-WAY FOR A.C.L. RAILROAD, LESS AND EXCEPT THE FORMER RIGHT-OF-WAY OF THE A.C.L. RAILROAD

PARCEL 3:

BEGIN ON THE WEST LINE OF GOVERNMENT LOT 4 IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ON NORTHERLY RIGHT OF WAY OF ABANDONED SEABOARD COASTLINE RAILROAD, RUN NORTH ALONG THE WEST LINE OF GOVERNMENT LOT 4 A DISTANCE OF 40 FEET, THENCE EASTERLY PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF ABANDONED SEABOARD COASTLINE RAILROAD TO A POINT 20 FEET EAST OF WEST LINE OF GOVERNMENT LOT 4, THENCE NORTH 20 FEET EAST OF AND PARALLEL TO THE WEST LINE OF GOVERNMENT LOT 4 TO A POINT 2,802.83 FEET NORTH OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 4, THENCE EAST TO A POINT 460 FEET EAST OF THE WEST LINE OF GOVERNMENT LOT 4, THENCE SOUTH TO RAILROAD RIGHT OF WAY, THENCE WESTERLY ALONG RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE

1069, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 5, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN THENCE WEST 200 FEET, THENCE SOUTHEASTERLY

- TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 5 THAT IS 322.32 FEET SOUTH OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5, SAID POINT ALSO BEING LOCATED ON THE NORTHERLY RIGHT OF WAY OF A.C.L. RAILROAD; THENCE NORTH 322.32 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT NO. 4, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT OF WAY LINE OF U.S.

HIGHWAY NO. 441, RUN THENCE EASTERLY ALONG AND WITH SAID RIGHT OF WAY LINE FOR 400 FEET TO A POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT OF LAND: CONTINUE THENCE EASTERLY ALONG AND WITH SAID RIGHT OF WAY LINE FOR 290.5 FEET, THENCE RUN NORTH 00°24'40 EAST 191.17 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A.C.L. RAILROAD, THENCE RUN WESTERLY ALONG AND WITH SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT THAT IS NORTH 12°36

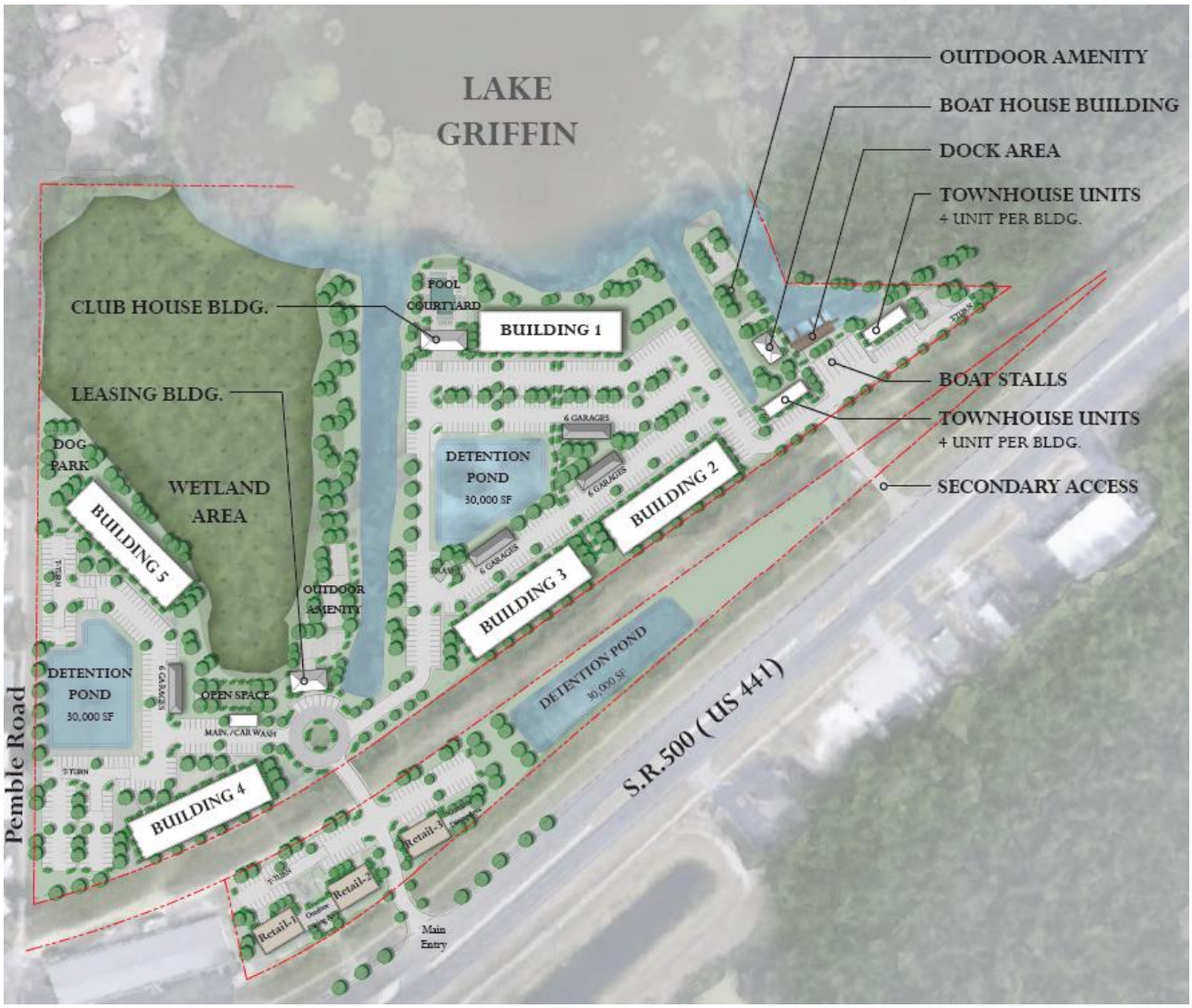
30 WEST OF THE POINT OF BEGINNING, THIENCE RUN SOUTH 12°36'30* EAST 190.0 FEET TO THE POINT OF BEGINNING.



LEESBURG LAKEFRONT | LEESBURG, FL
August 08, 2025
Page 1 OF 1

Building 1 (4-Story)	**Leasing**
60 Units	2,300 SF
18,000 Gross SF / Floor	
80% EFF.	**Clubhouse**
14,400 Net SF Floor	2,800 SF
15 Units / Floor	
	Boat House
Building 2 (4-Story)	1,400 SF
60 Units	
18,000 Gross SF / Floor	**Maint. / Car Wash**
80% EFF.	1,000 SF
14,400 Net SF Floor	
15 Units / Floor	**Retail 1**
	4,000 SF
Building 3 (4-Story)	32 Parking Stalls
60 Units	
18,000 Gross SF / Floor	**Retail 2 & 3**
80% EFF.	(2) 4,000 SF
14,400 Net SF Floor	42 Parking Stalls
15 Units / Floor	
Building 4 (3-Story)	
45 Units	
18,000 Gross SF / Floor	
80% EFF.	
14,400 Net SF Floor	
15 Units / Floor	
Building 5 (3-Story)	
45 Units	
18,000 Gross SF / Floor	
80% EFF.	
14,400 Net SF Floor	
15 Units / Floor	
(2) Building TH (2-Story)	
4 Units	
2,200 Gross SF / Floor	
100% EFF.	
2,200 Net SF Floor	
2 Units / Floor	
Total DU	
278 Units (975 SF Avg)	
Parking Provided	
556 Surface Parking	
24 Garage Stalls	
8 Boat Trailer Stalls	
588 Total Stalls	
2.08 sp/du	

TABERNACLE


LAKE
GRIFFIN
OUTDOOR AMENITY
BOAT HOUSE BUILDING
DOCK AREA
TOWNHOUSE UNITS
4 UNIT PER BLDG.
CLUB HOUSE BLDG.
POOL
COURTYARD
BUILDING 1
LEASING BLDG.
BOAT STALLS
TOWNHOUSE UNITS
4 UNIT PER BLDG.
DOG
PARK
WETLAND
AREA
6 GARAGES
DETENTION
POND
30,000 SF
BUILDING 2
SECONDARY ACCESS
BUILDING 5
BUILDING 3
OUTDOOR
AMENITY
DETENTION
POND
30,000 SF
OPEN SPACE
MAIN./CAR WASH
DETENTION POND
30,000 SF
Pemble Road
S.R.500 (US 441)
BUILDING 4
Retail-1
Retail-2
Main
Entry



TABERNACLE
architecture + design

CONCEPTUAL RENDERING
VIEW LOOKING NORTHEAST TOWARD LAKE GRIFFIN FROM MAIN ENTRANCE ALONG US 441

LEESBURG LAKEFRONT | LEESBURG, FL
August 08, 2025
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LEESBURG LAKEFRONT | LEESBURG, FL
August 08, 2025
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CONCEPTUAL RENDERING
VIEW LOOKING NORTHWEST TOWARD LAKE GRIFFIN FROM SECONDARY ENTRANCE ALONG US 441

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LEESBURG LAKEFRONT | LEESBURG, FL
August 08, 2025
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CONCEPTUAL RENDERING
VIEW LOOKING SOUTHWEST TOWARD US 441 FROM LAKE GRIFFIN
TABERNACLE

Examples of Acceptable / Unacceptable Lighting Fixtures



CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
RECOMMENDATIONS

DATE: September 18, 2025
OWNER: Leesburg Lakefront RV Park LLC
PETITIONER: Michael Rankin (LPG Urban & Regional Planners, LLC)
PROJECT: Leesburg Lake Front
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-687

THE PLANNING & ZONING DEPARTMENT RECOMMENDS:

APPROVAL of this request **for the following reason(s):**

1. The proposed zoning classification of PUD (Planned Unit Development) is compatible, as conditioned, with the current surrounding zoning districts of Lake County RP (Residential Professional), C-2 (Community Commercial District), RMRP (Mobile Home Rental Park), City C-3 (Highway Commercial), PUD (Planned Unit Development), A (Agriculture), and P (Public)

2. The future land use of City General Commercial is compatible with the adjacent future land use designations of Lake County Urban Medium Density, City General Commercial and Sunnyside Estates.

3. The proposed request, as conditioned, does not appear to create a detriment to surrounding properties, based on the conditions, location and proximity to future compatible development.

Action Requested:

1. Vote to **approve** staff's recommendation to rezone the subject property from City PUD (Planned Unit Development) and C-3 (Highway Commercial) to City of Leesburg PUD (Planned Unit Development) and forward to the City Commission for consideration.

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
STAFF SUMMARY

DATE: September 18, 2025
OWNER: Leesburg Lakefront RV Park LLC
PETITIONER: Michael Rankin (LPG Urban & Regional Planners, LLC)
PROJECT: Leesburg Lake Front
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-687

GENERAL LOCATION: North of US Highway 441 and east of Pemble Road

FUTURE LAND USE DESIGNATION: City General Commercial

SURROUNDING FUTURE LAND USE DESIGNATION:

North – Lake County Urban Medium Density
South – Lake County Urban Medium Density, City General Commercial, Sunnyside Estates
East – City General Commercial
West – Lake County Urban Medium Density

PROPOSED FUTURE LAND USE DESIGNATION: n/a

EXISTING ZONING DESIGNATION: City PUD (Planned Unit Development) and C-3 (Highway Commercial)

SURROUNDING ZONING DESIGNATIONS:

North – Lake County RP (Residential Professional), Lake Griffin
South –Lake County C-2 (Community Commercial District), City C-3 (Highway Commercial), PUD (Planned Unit Development), A (Agriculture)
East – P (Public), C-3 (Highway Commercial)
West – Lake County RMRP (Mobile Home Rental Park District)

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Vacant

SURROUNDING LAND USE:

North – Single Family, Gov't Wetlands
South – Vacant Gov't Municipal, Convenience Store, Freestanding Building
East – Store, Office, Auto Sales, Vacant Residential, Medical Building
West – 55+ Mobile Home Community

PROPOSED LAND USE: Mixed_Use

CITY OF LEESBURG PLANNING & ZONING DEPARTMENT
DEPARTMENTAL REVIEW SUMMARY

DATE: September 18, 2025
OWNER: Leesburg Lakefront RV Park LLC
PETITIONER: Michael Rankin (LPG Urban & Regional Planners, LLC)
PROJECT: Leesburg Lake Front
REQUEST: Rezoning to PUD (Planned Unit Development)
CASE NO.: PUD-25-687

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 9/12/2025

FIRE

No comments received as of 9/12/2025

ELECTRIC

No comments received as of 9/12/2025

GAS

No comments received as of 9/12/2025

GIS

"GIS has no comments." – Nick Tota 8/26/2025

BUILDING

No comments received as of 9/12/2025

PUBLIC WORKS

No comments received as of 9/12/2025

ADDRESSING

No comments received as of 9/12/2025

ECONOMIC DEVELOPMENT

No comments received as of 9/12/2025

LAKE COUNTY PUBLIC WORKS

"I have no comment." – Seth Lynch 8/29/2025

LAKE COUNTY SCHOOLS

"It appears that this project is proposed to be mixed use. New residential units would be subject to school concurrency review. The applicant should reach out to the school district for more information on this process." – Heather Croney 8/26/2025

PUBLIC RESPONSES

Approval

No comments received as of 9/12/2025

Disapproval

No comments received as of 9/12/2025

Extended Aerial



Planning & Zoning Division

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0 230 460 690 920
Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Aerial



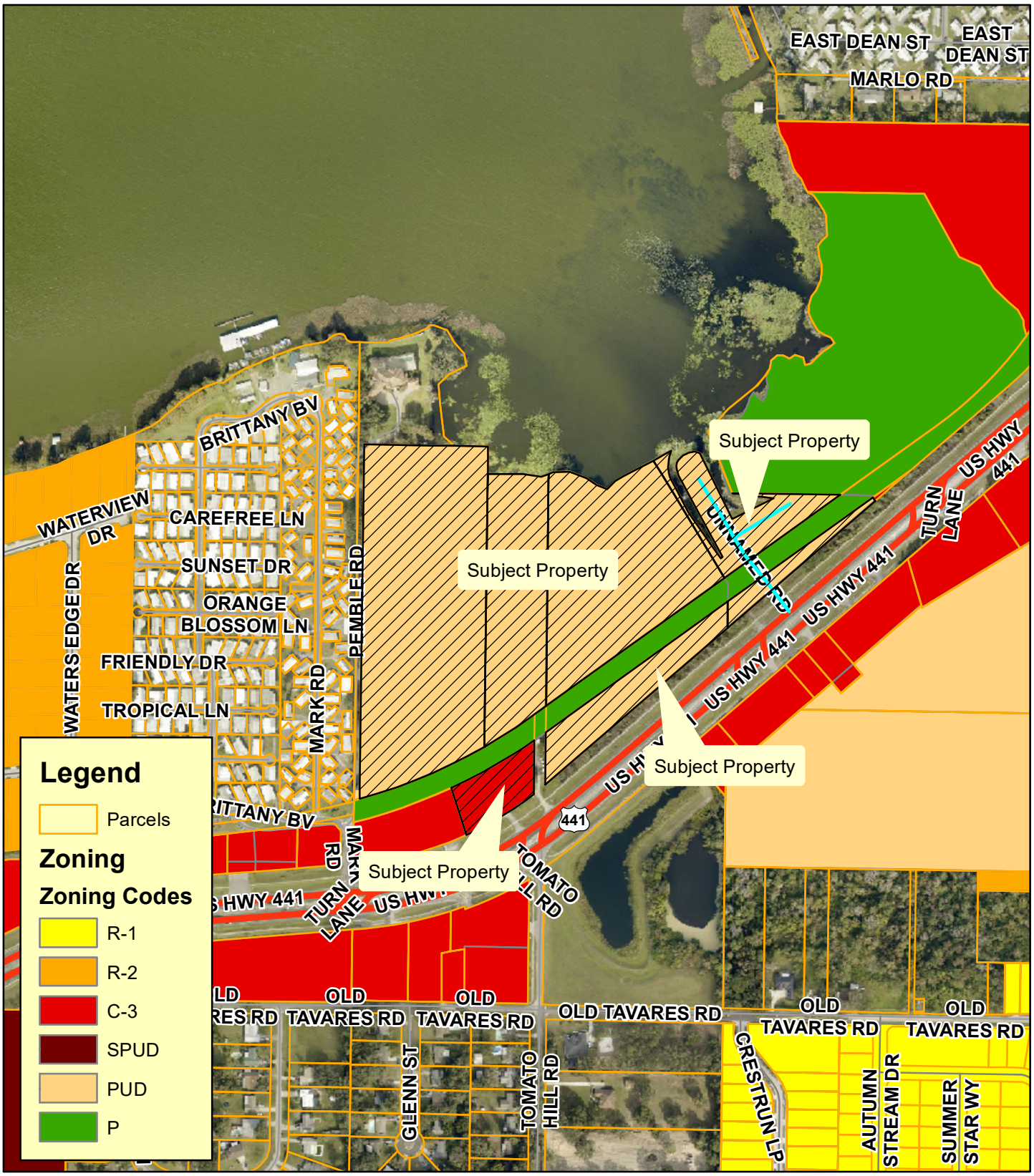
Planning & Zoning Division

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Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Zoning



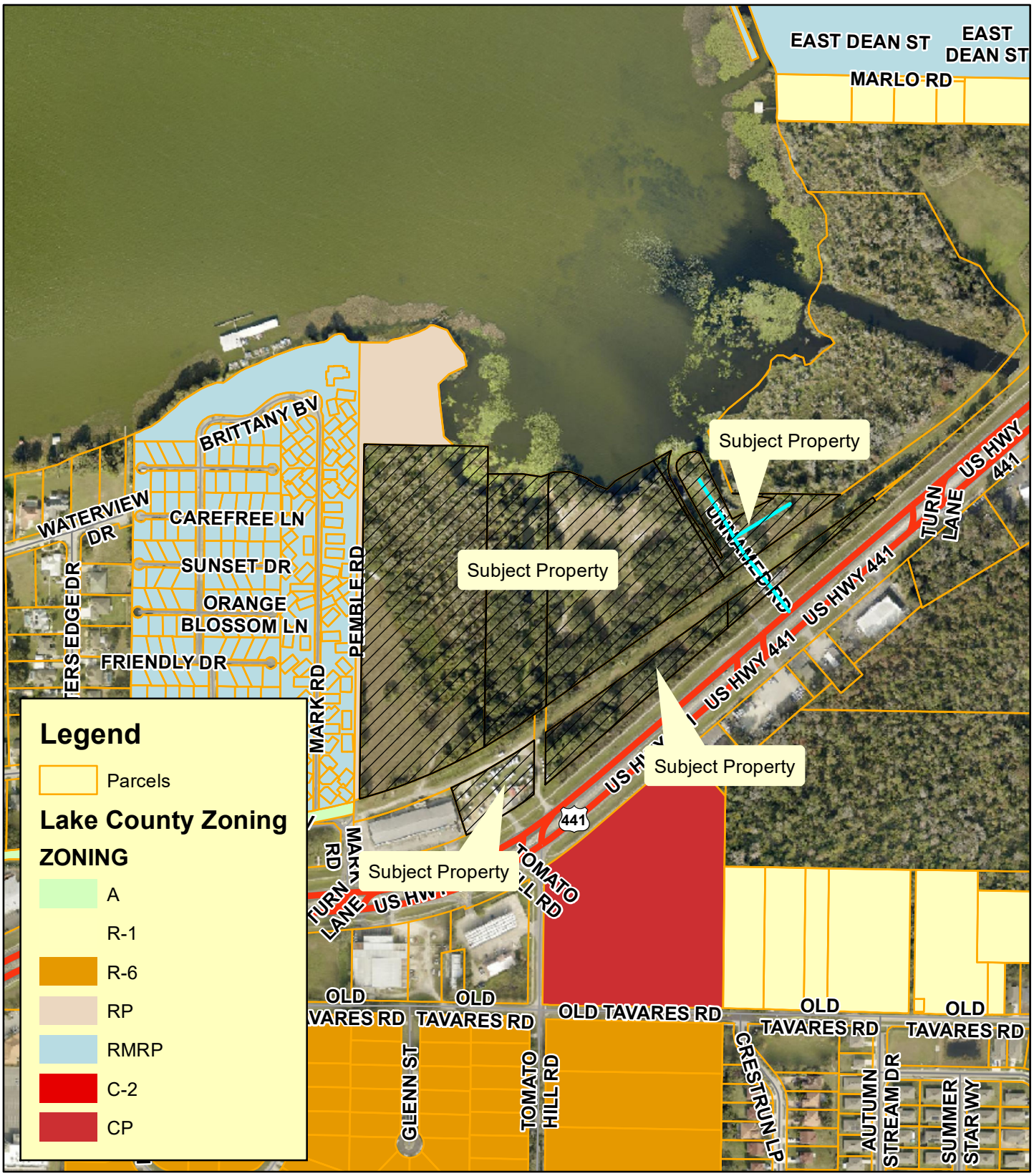
Planning & Zoning Division

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Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Lake County Zoning



Planning & Zoning Division

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Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

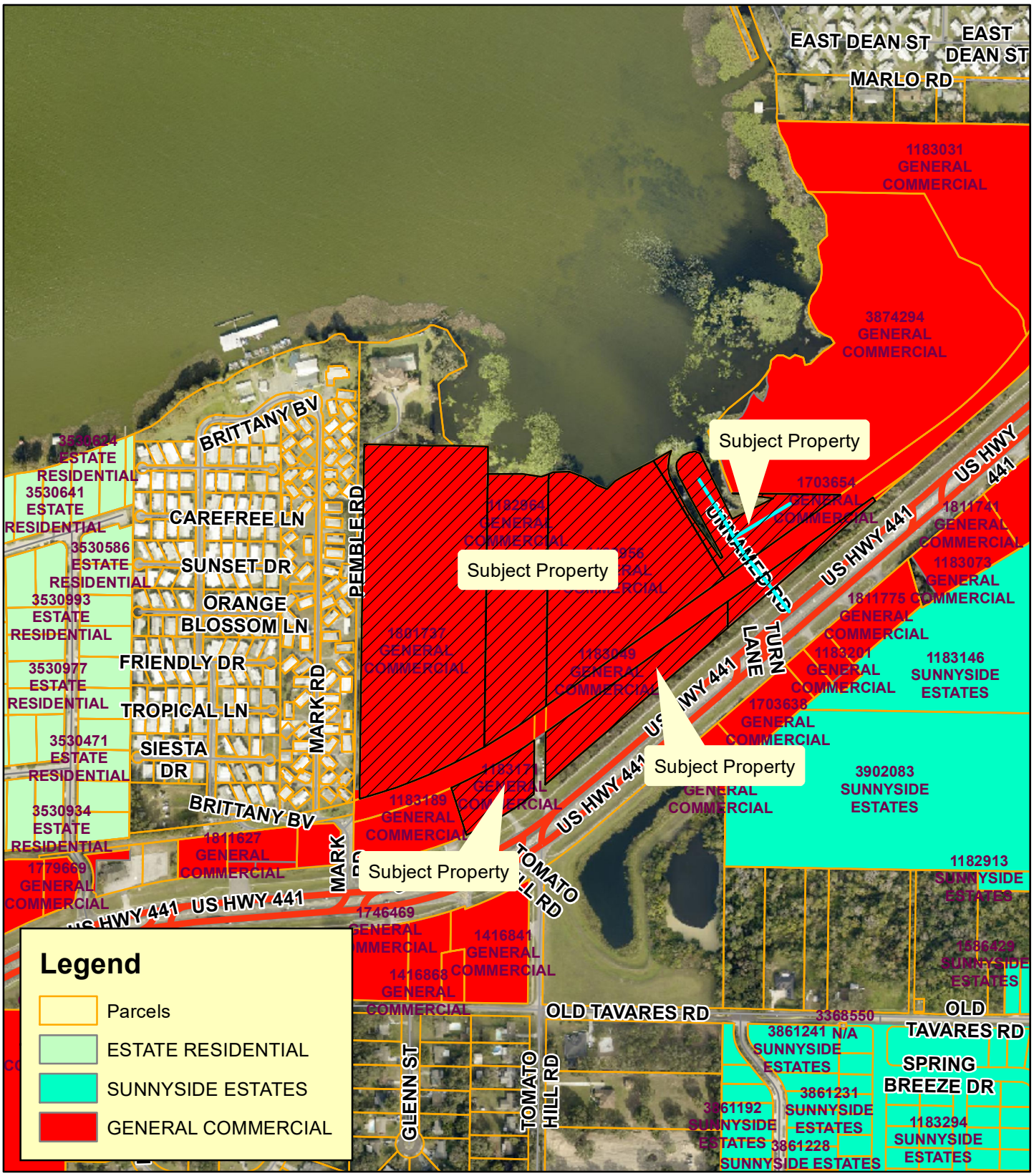
Proposed Zoning



Planning & Zoning Division

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Future Land Use



Planning & Zoning Division

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Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Lake County Future Land Use



Planning & Zoning Division

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Feet

Leesburg Lake Front
PUD-25-687
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Section 20, Township 19, Range 25
August 20, 2025

Surrounding Lane Use



Planning & Zoning Division

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0 100 200 300 400
Feet

Leesburg Lake Front
PUD-25-687
AK3s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Wetlands



Planning & Zoning Division

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0 110 220 330 440
Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Flood Zone



Planning & Zoning Division

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0 110 220 330 440
Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Commission District



Planning & Zoning Division

N W E S

0 110 220 330 440
Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

Community Redevelopment Area



Planning & Zoning Division

N
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0 110 220 330 440
Feet

Leesburg Lake Front
PUD-25-687
AK#s: 1801737, 1182964, 1182956, 1703654, 1183171
Section 20, Township 19, Range 25
August 20, 2025

City of Leesburg
Lake Front City

Agenda Memorandum

Item No: 6.B.1.

Meeting Date: November 24, 2025

From: Al Minner, (City Manager)

Subject: An Ordinance of the City of Leesburg, Florida, Amending Chapter 25 of the Code of Ordinances to create Section 25-165 establishing procedures for requests for reasonable accommodation for Certified Recovery Residences and Other Persons with Disabilities; providing for purpose, application, review, appeal, and enforcement procedures; providing for annual recertification; providing for inclusion in the Code of Ordinances; providing for conflicts; providing for severability; and providing an effective date.

Staff Recommendation:
Conduct first reading of the ordinance and set second reading and public hearing for December 8, 2025.

Analysis:
During the 2025 legislative session, the Florida Legislature adopted SB 954, which requires all municipalities to adopt by January 1, 2026, an ordinance establishing procedures for the review and approval of certified recovery residences and to establish specific reasonable accommodation procedures associated therewith.

Procurement Analysis:
N/A

Options:
1. Approve Ordinance as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 25 OF THE CODE OF ORDINANCES TO CREATE SECTION 25-165 ESTABLISHING PROCEDURES FOR REQUESTS FOR REASONABLE ACCOMMODATION FOR CERTIFIED RECOVERY RESIDENCES AND OTHER PERSONS WITH DISABILITIES; PROVIDING FOR PURPOSE, APPLICATION, REVIEW, APPEAL, AND ENFORCEMENT PROCEDURES; PROVIDING FOR ANNUAL RECERTIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that provides operational and ethical safeguards for disabled persons, and the City of Leesburg desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to Certified Recovery Residences, the City desires to enact procedures for processing reasonable-accommodation requests before the statute's effective date of January 1, 2026; and

WHEREAS, a "reasonable accommodation" is a method by which an individual who is disabled or handicapped, or a provider of services to such individuals, may seek modification of a code provision or policy to afford equal housing opportunity; and

WHEREAS, the City Commission finds it in the public interest to establish formal procedures within the City's Code of Ordinances to process such requests consistent with the Americans with Disabilities Act, the Fair Housing Amendments Act, and state law.

NOW, THEREFORE, **BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as legislative findings of the City Commission.

Section 2. Amendment to Chapter 25 of the Code of Ordinances. Chapter 25 of the Code of Ordinances for the City of Leesburg is hereby amended to create Sec. 25-165, entitled "Requests for Accommodation for Residents of Recovery Residences," to read as follows:

Sec. 25-165. - Requests for Accommodation for Residents of Recovery Residences.

(a) *Purpose.* This section establishes procedures for processing requests for reasonable accommodation to the City's Code of Ordinances, Land Development Regulations, rules, policies, or practices for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. § 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.).

(b) *Notice*. The City shall display notice in City Hall and on its official website advising the public that disabled individuals or qualifying entities may request reasonable accommodation as provided in this section.

(c) *Application*. Requests may be oral or written but should, when possible, be submitted on the City's reasonable-accommodation form to the Planning Department.

1. *Confidentiality*. Medical information provided shall be treated as confidential to the extent permitted by law.
2. *Fee*. No fee shall be charged for filing or appealing a request.
3. *Assistance*. The City shall assist applicants as required under federal law to ensure accessibility.

(d) *Findings Required*. To approve a request, the City Manager or designee must find:

1. The applicant or entity is protected under the FHA or ADA; and
2. The accommodation is reasonable and necessary to afford equal opportunity to use and enjoy housing.

(e) *Decision Process*. The City Manager or designee shall issue a written determination within 60 days of receiving a complete application.

1. Requests may be approved, approved with conditions, or denied with written findings.

2. Failure to issue a decision within 60 days shall constitute approval unless extended by written agreement.

(f) *Appeal*. An applicant may appeal a decision to the City's Special Magistrate within 30 days of mailing. The Special Magistrate shall hold a public hearing and issue a final decision within 60 days. The Magistrate's decision constitutes final City action and may be appealed to a court of competent jurisdiction.

(g) *Application Contents*. The reasonable-accommodation form shall require the following:

- Applicant and representative contact information;
- Property address and parcel identification number;
- Description of the accommodation and the specific regulation or procedure from which relief is sought;
- Explanation of necessity and connection to the disability;
- Description of the qualifying disability or handicap;
- Proof of certification or licensure if a recovery residence;
- Evidence of compliance with fire, safety, and health inspection requirements; and
- Owner consent and disclosure of ownership interests.

(h) *Stay of Enforcement*. While a request or appeal is pending, the City shall not enforce the specific provision that is the subject of the application.

(i) *Expiration and Revocation*. Approvals expire 180 days after issuance if not implemented. Approvals may be revoked for violation of conditions or failure to maintain required licensure or certification.

(j) *Annual Recertification*. All approvals shall be valid for one year and must be recertified annually on or before February 1. Recertification applications shall be filed 90 days before expiration and follow the same procedures as initial requests.

(k) *Amendments*. Changes to the use or conditions of approval shall require filing an amendment request following the same procedures as the original application.

Section 3. Conflicts. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Codification. This Ordinance shall be effective immediately upon passage.

Section 5. Severability. The provisions of this Ordinance are intended to be incorporated into the Code of Ordinances of the City of Leesburg, Florida, and sections of this ordinance may be renumbered, re-lettered, and the word "ordinance" may be changed to "section," "article," or any other word or phrase in order to accomplish such intention.

Section 6. Effective Date. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

PASSED AND ORDAINED in regular session of the City Commission of the City of Leesburg, Lake County, Florida, this _____ day of _____ 2025.

THE CITY OF LEESBURG, FLORIDA,

_____
Alan Reisman, Mayor

ATTEST:

_____
J. Andi Purvis, City Clerk

Approved as to form:

_____
William Grant Watson, City Attorney

Business Impact Estimate Exemption

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 25 OF THE CODE OF ORDINANCES TO CREATE SECTION 25-165 ESTABLISHING PROCEDURES FOR REQUESTS FOR REASONABLE ACCOMMODATION FOR CERTIFIED RECOVERY RESIDENCES AND OTHER PERSONS WITH DISABILITIES; PROVIDING FOR PURPOSE, APPLICATION, REVIEW, APPEAL, AND ENFORCEMENT PROCEDURES; PROVIDING FOR ANNUAL RECERTIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance.

- X The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4), Florida Statutes.

This Business Impact Estimate accompanies Ordinance No. 2025-_____, consistent with §166.041(4), Florida Statutes. The proposed ordinance is primarily a legal compliance measure implementing existing federal and state mandates and is not expected to impose material costs on businesses operating within the City of Leesburg.