OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

April 1, 2025 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

  2025 Volunteer Month Proclamation

  2025 Water Conservation Month Proclamation

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**

- **CONSENT AGENDA**

  Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

  1. Approval of Minutes from the Regular City Commission Meeting held March 18, 2025. **(City Clerk Sibbitt)**
  2. Approval for the 7-Eleven (Ocoee-Apopka Rd) Utility Easement. **(Development Engineer Keaton)**
  3. Approval for Additional Automatic License Plate Readers (ALPR) within the City. **(Police Chief Ogburn)**
  4. Approval to Award Request for Qualifications (RFQ) #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects. **(Procurement Manager Tolbert)**
  5. Approval to Execute Agreements for Installation of Second Centennial Mural. (**Redevelopment Program Manager Vaca**)
  6. Approval of Change Order No. 3 for ITB #24-002 W. Oakland Avenue Reconstruction. **(Utilities Director Bolling)**
  7. Approval to Replace Electrical Panels at City of Ocoee Lift Stations 17, 31, 34, 35, 41 & 60. **(Utilities Director Bolling)**

- **FIRST READING OF ORDINANCE**

8. First Reading of Ordinance for FY 2025 Budget Amendment. **(Chief Accountant Meruena)**

- **SECOND READING OF ORDINANCE – PUBLIC HEARING**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

9. Approval of Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. **(City Attorney Ardaman)**
10. Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), located at 10521 Clarcona Ocoee Road. **(Assistant City Manager Rumer)**
11. Discussion and Direction Regarding the 2025 Neighborhood Matching Grant Program. **(Parks and Leisure Services Deputy Director Gaines)**

- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)

- **ADJOURNMENT**

APPEALS: In accordance with Florida Statutes § 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

Proclamation

WHEREAS, the month of April has been designated nationally as Volunteer Month to recognize the hard work, dedication, and passion of volunteers and service members throughout our community; and

WHEREAS, the month is an opportunity to celebrate and honor the numerous individuals and groups who invest their time to better the community around them; and

WHEREAS, the City of Ocoee is proud to host eight Volunteer Advisory boards, which promote and maintain a positive relationship between citizens, the Commission, and the City's respective departments; and

WHEREAS, the city's 50 volunteers contribute their time and diligence to keep these positive connections; and

WHEREAS, all citizens of the City of Ocoee community benefit from the work of these selfless individuals; and

WHEREAS, the City of Ocoee holds great appreciation for their continued dedication and hard work.

NOW, THEREFORE, THE COMMISSION OF THE CITY OF OCOEE, does hereby proclaim the month of April, 2025 as

Volunteer Month

in the City of Ocoee and encourage all officials and residents to extend appreciation to the many volunteers who serve our community.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 1st day of April, 2025.*

Rusty Johnson, Mayor

Proclamation of Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Ocoee are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Ocoee and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Ocoee has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, efficient irrigation design, programming, and; Maintenance can conserve water, the City of Ocoee will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements;

NOW THEREFORE, the City Commission of the City of Ocoee, Florida does here by proclaim the month of April 2025 as "Water Conservation Month". The City of Ocoee is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, there will be a special focus on irrigation system evaluations.

IN WITNESS WHEROF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 1st day of April 2025.

Rusty Johnson, Mayor

OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

March 18, 2025 **MINUTES** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **SWEARING IN CEREMONY OF DISTRICTS 2 & 4 COMMISSIONERS – 6:00 PM**

- **CALL TO ORDER** 6:18 PM

Mayor Johnson called the regular session to order at 6:18 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart,** *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Firstner, Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, City Clerk Sibbitt, and Deputy Clerk Parks

- **PRESENTATIONS AND PROCLAMATIONS** – None

- **STAFF REPORTS AND AGENDA REVIEW** 6:19 PM

City Manager Shadrix requested to pull Item #5 from the agenda due to an existing code enforcement violation on the property. This item will be brought back to the City Commission when the violation has been resolved. **City Manager Shadrix** also asked City Attorney Geller to provide an update on why the Law Enforcement Training Facility Contract is not on this evening's agenda. **City Attorney Geller** gave a brief update on the contract status.

- **PUBLIC COMMENTS** 6:22 PM

The following persons addressed the City Commission:

- **Landra Wormack**, *Orange County Tax Collector's Office*, announced that Real ID Compliance is going live on May 7th. She also extended her congratulations to Commissioner Oliver and Commissioner Wilsen on their swearing-in.
- **Jim Moyer**, *Ocoee Resident*, extended his congratulations to Commissioner Oliver and Commissioner Wilsen on their swearing-in and to Ages Hart on a well-run campaign. He also announced an upcoming re-districting meeting for Orange County. Additionally, he briefly discussed a recent Soil and Water Conservation meeting and shared the news of the passing of the District 3 representative, noting that the Soil and Water Commission will be appointing a new representative to the seat in the coming months.
- **Jeremy Rodriguez**, *Ocoee Resident*, extended his congratulations to Commissioner Oliver and Commissioner Wilsen. He also recognized Commissioner Oliver as the first African-American Commissioner for the City of Ocoee, emphasizing that this historic moment holds great significance to him.

- **CONSENT AGENDA** 6:29 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-3; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held March 4, 2025. **(City Clerk Sibbitt)**
2. Approval to Appoint the Mayor Pro Tem. **(City Clerk Sibbitt)**
3. Approval of Memorandum of Agreement 287 (g) Task Force Model Between the United States Immigration and Customs Enforcement (ICE) and the City of Ocoee. **(Police Chief Ogburn)**

- **FIRST READING OF ORDINANCE** - None

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** - None

- **PUBLIC HEARING -** None

- **REGULAR AGENDA** 6:30 PM

4. Approval of Commission Liaisons to Various Boards. **(City Clerk Sibbitt)**

City Clerk Sibbitt explained that this is the annual selection of the liaisons for the City advisory boards. Each commissioner expressed their desire to keep the current liaisons as follows:

Parks and Recreation Board ***	Commissioner Wilsen
Citizens Advisory Board for the Police Dept. ***	Commissioner Kennedy
Citizens Advisory Board for the Fire Dept. ***	Commissioner Firstner
Human Relations Diversity Board **	Mayor Johnson
Personnel Board **	Mayor Johnson
Tri-County League of Cities *	Commissioner Wilsen
West Orange Airport Authority *	No appointment was made to this committee as it is inactive.
W.O. Chamber of Commerce *	City Manager Shadrix
Education Incentive Board **	Commissioner Oliver
MetroPlan Orlando Municipal Advisory Committee (MAC) *	Commissioner Kennedy. An alternate member was not selected.

* Required by Organization
** Required by Code or Bylaws
*** Not required by Code or Bylaws

Motion: Move to keep all advisory board liaisons the same; Moved by Commissioner Oliver, seconded by Commissioner Kennedy; Motion carried unanimously.

5. Approval to Execute Agreements for Installation of Second Centennial Mural. (**Redevelopment Program Manager Vaca**)

This item was pulled at the request of the City Manager and will be brought back to a future meeting when the code violation is resolved.

6. Update on Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. **(City Attorney Ardaman)**

City Attorney Ardaman gave a brief overview of the timeline with the Forest Lake Golf Club process. He explained that the case was mediated on February 26th, resulting in a mediated settlement agreement. Final comments on the Seventh Amendment to the lease are expected from Forest Lake Golf Club and their attorney this week and will be shared with the City Commission once received. Due to timeline constraints, **City Attorney Ardaman** requested a special meeting be held next week for the City Commission to consider the Seventh Amendment. **Commissioner Oliver** inquired about the statutory notice requirements, and **City Attorney Ardaman** confirmed that 48 hours would be sufficient. **Commissioner Kennedy** emphasized that the meeting should be held at a time when the public can attend. **Commissioner Wilsen** suggested scheduling the meeting for Thursday, March 27th.

Motion: Move to hold a Special Meeting on Thursday, March 27th at 5:15 PM to review and consider the Seventh Amendment to the Lease Agreement; Moved by Commissioner Wilsen.

Commissioner Wilsen rescinded her motion.

Assistant City Manager Rumer requested approval to publish an RFP for a permanent operator of the Forest Lake Golf Course, noting that the RFP will be issued in mid-April and will remain open for no more than 45 days. **City Manager Shadrix** added that the City is working collaboratively with Forest Lake Golf Club and emphasized that issuing the RFP now is ideal, as the process takes time.

Mayor Johnson handed Commissioner Wilsen the gavel to second the motion.

Motion: Move to hold a Special Meeting on Thursday, March 27th at 5:15 PM and approve the City to move forward with creating an RFP for a permanent operator of the Forest Lake Golf Course; Moved by Commissioner Wilsen, seconded by Mayor Johnson: Motion carried 3-2 with Commissioners Kennedy and Oliver opposing.

7. Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), Located at 10521 Clarcona Ocoee Road. **(Assistant City Manager Rumer)**

Robert Utsey, *with ZHA*, gave a brief overview of how the three proposals for the interim operator assignment for the Forest Lake Golf Course were developed. He noted that this assignment is anticipated to be a six (6) month assignment. **Mayor Johnson** asked for a brief overview of each firm's proposal and **Mr. Utsey** gave a summary of fees proposed by each company. **Tamarack Golf Management** stated that the current greens fees will remain the same; however, any City of Ocoee resident will receive the 15% discount without having to be

an associated member, as is currently required. The Commission emphasized that zip codes must be considered, as there are residents with addresses in other cities, but are truly Ocoee residents. **Down to Earth POCO** stated that the goal is to find the rate that attracts the highest participation and the best bottom line. After further discussion regarding accurate fees, **Mayor Johnson** suggested a delay in making the decision on an interim operator, until the special meeting being held March 27th. **City Manager Shadrix** agreed and asked each proposed operator to give a specific breakdown, pointing out what the City's cost will be.

Motion: Move to delay the decision on an interim operator of the Forest Lake Golf Course and present a breakdown of fee structure at the Special Meeting on March 27th; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen: Motion carried unanimously.

Mayor Johnson announced the upcoming City events for March and April.

- **COMMENTS FROM COMMISSIONERS** 7:30 PM

Commissioner Kennedy – No further comments. 7:30 PM

Commissioner Wilsen – Commented on the following: 7:30 PM – 7:33 PM

1) Shared positive feedback about the success of the Shred to Protect event held this past Saturday and expressed gratitude to the Police Department, Lion's Club, and Ocoee Woman's Club for their collaborative efforts in organizing the event.
2) Announced the Tip a Cop event scheduled for Thursday, March 20th, at Texas Roadhouse.
3) Announced that legislative sessions have started and she will be attending the Legislative Days event at the end of the month. She encouraged all residents to contact their legislators if they have any concerns about bills being introduced.

Commissioner Firstner – No further comments. 7:33 PM

Commissioner Oliver – Commented on the following: 7:33 PM – 7:36 PM

1) Thanked the City Manager for the birthday card he received from him.
2) Urged citizens to drive carefully and slow down on the newly opened Clarke Road. He mentioned that he will be meeting with the Police Chief to discuss increasing patrol on Clarke Road.
3) Announced he will meet with the City Manager regarding lights on the west side of Clarke Road. He mentioned that he has already met with staff to discuss the timing of the light at Clarke Road and Colonial Drive.
4) Announced that he is addressing the McCormick Road closure impacting three neighborhoods, as he has heard residents' concerns.
5) Read an inspirational quote.

Mayor Johnson – Commented on the following: 7:36 PM – 7:39 PM

1) Commented on the columns along Oakland Avenue, noting they look great, and requested that additional columns be placed at the opposite end near Franklin Street. He also asked that the City refrain from removing the live oak tree when completing the sidewalk.

2) Commented on the need for lights on Kissimmee Avenue, noting it is a busy street without sidewalks. **Assistant City Manager Rumer** mentioned they are working with Duke Energy to address this issue, along with other lighting concerns across the City.
3) Congratulated the Parks and Leisure Services Department on a successful St. Patrick's Day event last week. He also suggested hosting a monthly event in the Downtown area during the summer to encourage residents to support local businesses and enjoy the night out.
4) Announced that school is out for Spring Break and encouraged everyone to stay safe and drive slowly.

- **ADJOURNMENT** 7:39 PM

APPROVED:

Attest: **City of Ocoee**

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 2

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval for the 7-Eleven (Ocoee-Apopka Rd) Utility Easement. (Development Engineer Keaton)

Background Summary:
As part of the Ocoee Apopka Rd 7-Eleven project, a reclaimed service line was installed to provide irrigation service to the project. As a staff condition of the Small-Scale Site Plan approval, the Development agreed to provide a utility easement around the public portion of the reclaimed service line and meter located on the Development parcel. The easement will allow the Utilities Department to access, operate, and maintain its utilities.

Issue:
Should the Honorable Mayor and City Commissioners accept the Utility Easement as provided by 7-Eleven (Ocoee-Apopka Rd) development?

Recommendations:
Staff recommends the Honorable Mayor and City Commissioners approve and authorize the Mayor to execute the Utility Easement for the 7-Eleven (Ocoee-Apopka Rd) development.

Attachments:
1. Utilities Easement

Financial Impacts:
There are no financial impacts to the City in accepting this Utility Easement.

Type of Item: Consent

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the "Easement") is made this 7th day of March 2025, by **Blackfin Ocoee LLC**, a Florida limited liability company, having a mailing address of 4440 PGA Blvd., Palm Beach Gardens, FL 33410 ("**GRANTOR**"), in favor of **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("**GRANTEE**").

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does herby grand and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE, deems necessary, a water meter, pipes, and related appurtenances (the "**Utility Improvements**") under and across that certain easement area more particularly described and depicted in the attached **Exhibit "A"** (the "**Easement Area**").

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation, and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10) feet of the Utility Improvements.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation, and maintenance of the Easement. GRANTEE'S obligation to restore landscaping shall be limited an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall inure to the benefit and burden of both GRANTOR and GRANTEE their successors, and assigns.

GRANTEE may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

{Signatures on following page}

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

Signed, Sealed and Delivered in the Presence of Witness:

BLACKFIN OCOEE, LLC

Signature of first witness

By: _____

Annette Bisclair
Name of first witness

Name: Nathan Landers
Title: Manager

Address: 1983 PGA Blvd, Suite 104

Signature of second witness

Stephen Szlezak
Name of second witness

Address: 1983 PGA Blvd Ste 104

THE FOREGOING INSTRUMENT was acknowledged this 7th day of March 2025 by Nathan Landers, as Blackfin Ocoee, LLC a Florida limited liability company, who personally appeared before me and acknowledged that he/she signed the instrument voluntarily for the purpose stated herein on behalf of the company.

NOTARY PUBLIC STATE OF FLORIDA

MARGARITA PIERCE
Commission # HH 300353
Expires August 14, 2026

Signature of Notary

Margarita Pierce
Name of Notary (typed, printed, stamped)

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____
Rusty Johnson, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA. Approved as to form and legality this ____ day of _____, 20___.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 20___ UNDER AGENDA ITEM NO. _____.

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

EXHIBIT "A"

{see attached 2 pages for easement area}

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 4, WESTYN BAY COMMERCIAL, according to the plat thereof, as recorded in Plat Book 88, Page 146 through 148 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 4, WESTYN BAY COMMERCIAL, according to the plat thereof, as recorded in Plat Book 88, Page 146 through 148 of the Public Records of Orange County, Florida; thence S62°13'45"E, along the Southerly line of said Lot 4, a distance of 52.66 feet; thence departing said Southerly line, run N27°46'15"E, a distance of 84.62 feet to the Point of Beginning; thence N60°03'19"W, a distance of 15.38 feet; thence N29°05'49"E, a distance of 11.27 feet; thence S60°33'01"E, a distance of 16.10 feet; thence S32°45'37"W, a distance of 11.43 feet to the Point of Beginning.

Containing 179 square feet or 0.004 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: BLACKFIN PARTNERS, LLC

DATE OF SKETCH: 2/3/2025	REVISIONS:
SCALE: 1" = 50'	REVISED 2/27/2025
SEC. 6, TWP. 22 S, RNG. 28 E	
CAD FILE: S-L 10'x5.87' ESMT	
JOB NUMBER: 22-441	

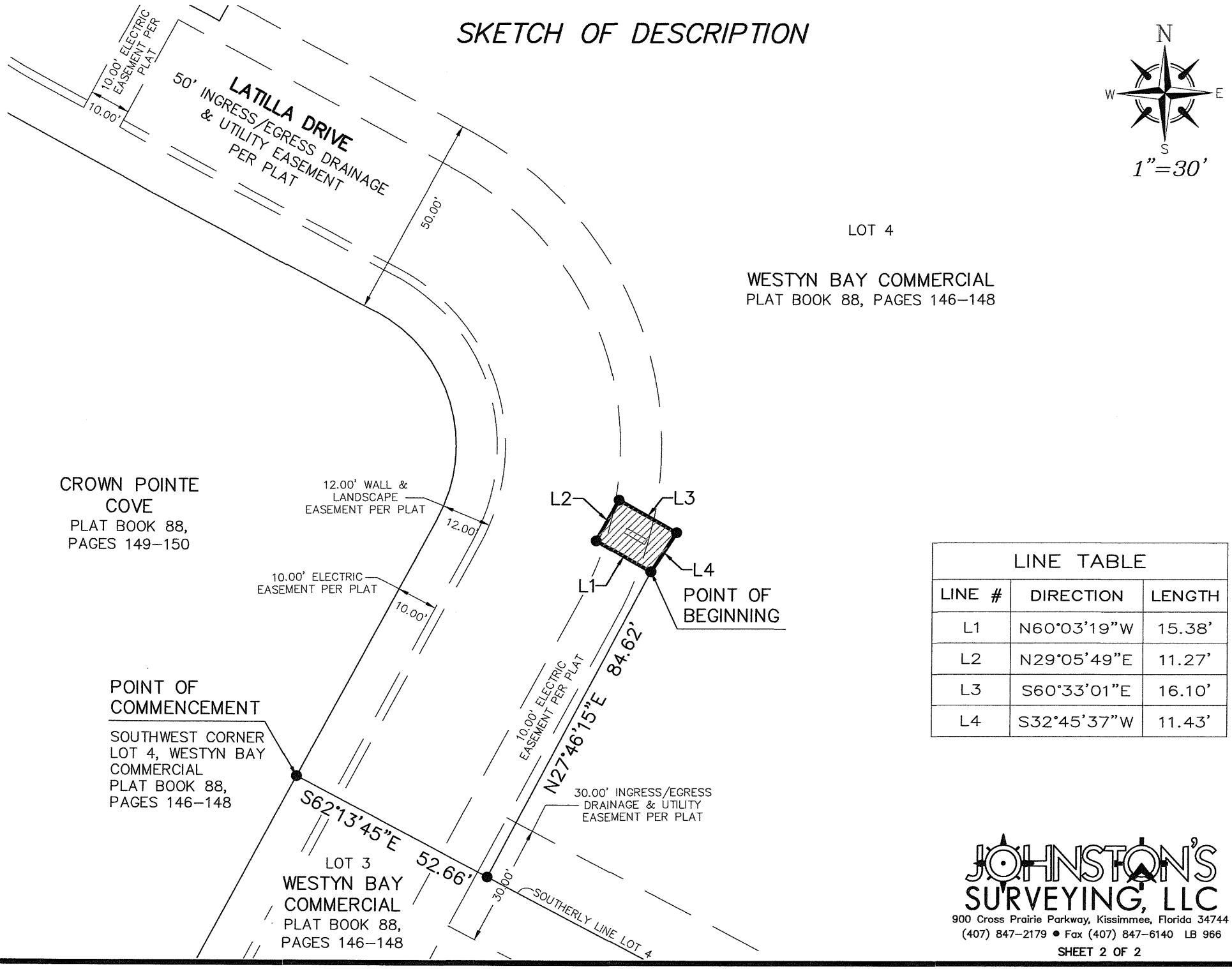
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 ● Fax (407) 847-6140 LB 966

2/28/2025

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N60°03'19"W	15.38'
L2	N29°05'49"E	11.27'
L3	S60°33'01"E	16.10'
L4	S32°45'37"W	11.43'

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 2

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 3

Contact Name: Mark Olson
Contact Number: Ext. 3355

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval for Additional Automatic License Plate Readers (ALPR) within the City. (Police Chief Ogburn)

Background Summary:

Automatic License Plate Readers (ALPRs) have become valuable tools in modern law enforcement, aiding in the identification of stolen vehicles, missing persons, and suspects involved in criminal activities. Flock Safety, a prominent provider of ALPR technology, offers solutions designed to improve public safety through advanced data collection and analysis. The City has the opportunity to increase its current inventory of FLOCK ALPRS from ten to fifteen units through a partnership with the Orange County Sheriff's Office (OCSO), which serves as the Grant Stakeholder for the Urban Area Security Initiative (UASI) Grant. For five years, OCSO assumes all financial responsibility for the hardware, software, and Professional Services associated with the cameras, which the UASI 23 Grant will fund. At the end of the five-year cycle, the City has the option to assume financial responsibility for continuing the contract with FLOCK Safety, which would involve a 24-month agreement for approximately $35,000.

The only initial requirement is for the City to install a breakaway pole on the right-of-way at the intersection of Franklin Street and State Road 429, at a cost of $600. The camera locations will be at the following intersections: Clarcona Ocoee Road & North Lakewood Avenue, Clarcona Ocoee Road & Clarke Road, Maguire Road & Tomyn Road, Maguire Road & Old Winter Garden Road, and Franklin Street & State Road 429.

Issue:

Should the Honorable Mayor and City Commissioners authorize the installation of five (5) additional Flock Automatic License Plate Readers, by partnering with the Orange County Sheriff's Office to further support the Police Department's efforts to identify stolen vehicles, locate missing persons, and identify criminal activity?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the installation of five (5) additional Flock Automatic License Plate readers, by partnering with the Orange County Sheriff's Office to further support the Police Department's efforts to identify stolen vehicles, locate missing persons and identify criminal activity.

Attachments:

1. Quote

Financial Impacts:
The requirement is that the City install a breakaway pole on the right-of-way at the intersection of Franklin Street and State Road 429, which is $600 and is currently budgeted.

Type of Item: Consent

Flock Safety + FL - Ocoee PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jessica Khokhlan
jessica.khokhlan@flocksafety.com
+17745017780

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - Ocoee PD	Initial Term:	60 Months
Legal Entity Name:	FL - Ocoee PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	646 Ocoee Commerce Pkwy Ocoee, Florida 34761	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$15,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$237.90	5	$1,189.50

Subtotal Year 1:	$16,189.50
Annual Recurring Subtotal:	$15,000.00
Discounts:	$2,060.50
Estimated Tax:	$0.00
Contract Total:	$76,189.50

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- The Orange County Sheriff's Office (Grant Stake Holder) assumes all financial responsibility for the Hardware, Software, and Professional Services described above, which the Parties agree and understand are intended to be satisfied from UASI 2023 Grant funds. At the end of the grant cycle, the city of Ocoee Police Department has the option to take over the financial responsibility of continuing the contract with Flock Safety.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$16,189.50
Annual Recurring after Year 1	$15,000.00
Contract Total	$76,189.50

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$2,060.50

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

Customer: FL – City of Ocoee

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Customer: FL – Orange County SO

By: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 4

Contact Name: Joyce Tolbert, Olena Stokych
Contact Number: Ext. 1516, Ext. 1521

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval to Award Request for Qualifications (RFQ) #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects. (Procurement Manager Tolbert)

Background Summary: In compliance with the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Florida Statutes, the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable, and Chapter 21 of the City of Ocoee's (City) Code of Ordinances, the City solicited statements of qualifications from licensed professional architectural firms that are interested in providing general professional architectural services for various planning and design, and development review projects. The work may consist of, but will not necessarily be limited to: design, planning, inspection, and assessment; conceptual design; construction plan preparation; and construction management for public projects by the City. The firms selected by the City will provide architectural services to the City on an as-needed basis, which will be assigned using task orders/service authorizations issued by the City under the continuing contracts. Projects may also include those funded through federal grants.

The City intends to award continuing contracts to the top two (2) ranked firms, deemed to be the most highly qualified to perform the required services, with the top-ranked firm initially chosen to undertake Task Order 1, the Fire Station Architectural Design Project. The continuing contracts shall automatically be renewed annually, unless terminated by the City in writing, for five (5) years from the date of execution, and one (1) 2-year optional renewal at the City's discretion.

The RFQ was advertised on January 27, 2025, and was publicly opened on February 26, 2025. There were four (4) responses received. The Finance and Public Works Departments reviewed the proposals and all were considered responsive, see the attached RFQ Checklist. Attached are the four (4) responses; original copies of all responses are available in the Finance Department for your review.

The four (4) responses were evaluated by the RFQ Evaluation Committee appointed by the City Manager, which was comprised of five (5) members: Steve Krüg, P.E., Public Works Director; Ginger Corless, AICP, CPRP, FRA Development Services Director & CRA Administrator; Mauricio Ayares, Engineering Technician; Tory Parish, Principal Urban Designer; Milen Womack, P.E., City Engineer. The public RFQ Evaluation Committee meeting was held on March 18, 2025, to interview and shortlist firms based on specific evaluation criteria. Please see the attached shortlist/evaluation form. The Evaluation Committee shortlisted the following firms in ranked order, based upon the City's projected volume of work, and recommends contracting with the top two (2) ranked firms for the continuing contract. The Evaluation Committee further recommends the top-ranked firm, JL2 Architecture, LLC, be awarded the first task order under continuing contract, the Fire Station Architectural Design Project, per attached award recommendation from Steve Krüg, P.E., Public Works

Director.

Rank	Respondent
1.	JL2 Architecture, LLC
2.	KMF Architects
3.	DLZ Florida, LLC
4.	Powell Studio Architecture, LLC

Issue:

Should the Honorable Mayor and City Commissioners award the continuing contract for RFQ #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects, to JL2 Architecture, LLC and KMF Architects, as recommended by the Evaluation Committee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners:

1) Award the continuing contract for RFQ #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects to the top two (2) ranked firms, JL2 Architecture, LLC and KMF Architects; and authorize Staff to proceed with contract negotiations with selected firms, and authorize the Mayor, City Clerk, and Staff to execute all necessary contract documents with these two (2) firms once the required insurance is received. Staff also recommends to authorize the City Manager to approve change orders to these contracts up to the limit of his purchasing authority for each change order, and up to the budgeted amount for all change orders.

2) Award Task Order 1 under the continuing contract, the Fire Station Architectural Design Project, to the top-ranked firm JL2 Architecture, LLC; and authorize Staff to proceed with negotiations for this design proposal with JL2 Architecture, LLC, which will be brought back to the City Commission for approval.

Per the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Florida Statutes, the City will select the most highly qualified firm to perform the required services for each project. If contract negotiations are unsuccessful with one of the top-ranked firms, staff shall terminate negotiations and initiate negotiations with the next ranked firm, and so on, until an agreement is reached. Per CCNA, as amended from time to time, the estimated construction cost of each individual project does not exceed the current limit of $7.5 million for continuing contracts, and for each individual study the fee does not exceed the current limit of $500,000.

Attachments:

1. Award Recommendation
2. Shortlist and Individual Evaluation Forms
3. Checklist
4. JL2 Architecture, LLC - Response
5. KMF Architects - Response
6. DLZ Florida, LLC - Response
7. Powell Studio Architecture, LLC - Response
8. Addendum #1
9. Project Manual

Financial Impacts:
Funding for each task order/service authorization will be as budgeted each fiscal year, and may also include those projects funded through federal grants.

Type of Item: Consent

Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Ocoee Public Works Team

Improving a great community

Date: March 20, 2025

To: Olena Stokych, Purchasing Analyst

From: Stephen C. Krüg, P.E., Public Works Director

RE: Contract Award Recommendation.
RFQ #25-004 Continuing Professional Architectural Services

Public Works recommends award of the Continuing Contracts for Professional Architectural Services, RFQ #25-004, to the following two (2) firms; 1) JL2 Architecture, LLC. and 2) KMF Architects. The City received proposals from four (4) qualified firms and interviewed all four proposers. Following the interviews, the selection committee recommended awarding continuing contracts to the top two (2) firms as the anticipated volume of work will support this number of firms. The recommended firms have successfully completed a variety of projects the City and neighboring municipalities. Additionally, the first task order under this design contract will be for the new Fire Station #38 and recommend the Commission authorize issuing the task order to the highest ranked firm, JL2 Architecture, LLC. The contracts will be adequately funded through the Public Works Department and the Capital Improvements Program.

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
SHORTLIST FOR INTERVIEWS

Respondent		DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Evaluator 1		4	2	1	3
Evaluator 2		2	1	4	3
Evaluator 3		4	1	2	3
Evaluator 4		3	2	1	4
Evaluator 5		2	1	4	3
TOTAL		15	7	12	16
RANKING		3	1	2	4

Note: Lowest Total is Top Ranking

Evaluator 1

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Past Performance & Experience of the Firm and Project Team: Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings; Past Performance and Experience of the Project Team; Overall Experience; References. **(0-50 Points)**	40	50	50	45
Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project: Current & Projected Workload of the Firm; Past ability to deliver a project on time & budget; Firm's understanding of the services requested and how the Firm would accomplish the work; Project approach for the Design of a Fire Station or similar Buildings. **(0-40 Points)**	30	~~40~~ 39	40	40
Certified small or minority business, women's business enterprise, or labor surplus area firm: Include certifications for Responding firm only; partial points will not be awarded for subconsultants. **(0-10 Points)**	10	0	0	0
TOTAL POINTS (0-100 points)	80 10	~~90~~ 89 0	90 0	85 0
Member Ranking (1-4)	4	2	1	3

Evaluator Name Mauricio Ayers

Evaluator Signature

Evaluator 2

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Past Performance & Experience of the Firm and Project Team: Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings; Past Performance and Experience of the Project Team; Overall Experience; References. **(0-50 Points)**	47	48	40	46
Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project: Current & Projected Workload of the Firm; Past ability to deliver a project on time & budget; Firm's understanding of the services requested and how the Firm would accomplish the work; Project approach for the Design of a Fire Station or similar Buildings. **(0-40 Points)**	35	38	36	38
Certified small or minority business, women's business enterprise, or labor surplus area firm: Include certifications for Responding firm only; partial points will not be awarded for subconsultants. **(0-10 Points)**	10	0	0	0
TOTAL POINTS (0-100 points)	85 ~~10~~	~~0~~ 86	76 ~~0~~	~~0~~ 84
Member Ranking (1-4)	2	1	4	3

Evaluator Name Ginger Corless

Evaluator Signature Ginger Corless

Evaluator 3

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
INDIVIDUAL EVALUATION FORM

CMAR

Individual Evaluation Form

Evaluation Criteria	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Past Performance & Experience of the Firm and Project Team: Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings; Past Performance and Experience of the Project Team; Overall Experience; References. **(0-50 Points)**	90% Public. 9 IN FL 30 #6 Safety.	Program. 40 Parks	Historic. FD Program 40 Scope < 7M Parks.	Continuing FD 40 LA
Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project: Current & Projected Workload of the Firm; Past ability to deliver a project on time & budget; Firm's understanding of the services requested and how the Firm would accomplish the work; Project approach for the Design of a Fire Station or similar Buildings. **(0-40 Points)**	CMAR. 29	CMAR 36	Int. Reno. Firemain Resp. 32	30
Certified small or minority business, women's business enterprise, or labor surplus area firm: Include certifications for Responding firm only; partial points will not be awarded for subconsultants. **(0-10 Points)**	10	0	0	0
TOTAL POINTS (0-100 points)	69 ~~10~~	76 0	72 0	70 0
Member Ranking (1-4)	4	1	2	3

Evaluator Name STEPHEN C KRUG

Evaluator Signature

1

Evaluator 4

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Past Performance & Experience of the Firm and Project Team: Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings; Past Performance and Experience of the Project Team; Overall Experience; References. **(0-50 Points)**	40	45	43	35
Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project: Current & Projected Workload of the Firm; Past ability to deliver a project on time & budget; Firm's understanding of the services requested and how the Firm would accomplish the work; Project approach for the Design of a Fire Station or similar Buildings. **(0-40 Points)**	28	30	40	40
Certified small or minority business, women's business enterprise, or labor surplus area firm: Include certifications for Responding firm only; partial points will not be awarded for subconsultants. **(0-10 Points)**	10	0	0	0
TOTAL POINTS (0-100 points)	10	0	0	0
Member Ranking (1-4)	78 3	81 2	83 1	75 4

Evaluator Name Tony Parisi

Evaluator Signature

Evaluator 5

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
INDIVIDUAL EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Past Performance & Experience of the Firm and Project Team: Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings; Past Performance and Experience of the Project Team; Overall Experience; References. **(0-50 Points)**	44	50	41	47
Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project: Current & Projected Workload of the Firm; Past ability to deliver a project on time & budget; Firm's understanding of the services requested and how the Firm would accomplish the work; Project approach for the Design of a Fire Station or similar Buildings. **(0-40 Points)**	32	40	32	36
Certified small or minority business, women's business enterprise, or labor surplus area firm: Include certifications for Responding firm only; partial points will not be awarded for subconsultants. **(0-10 Points)**	10	0	0	0
TOTAL POINTS (0-100 points)	86 ~~10~~	90 ~~0~~	73 ~~0~~	83 ~~0~~
Member Ranking (1-4)	2	1	4	3

Evaluator Name MILEN WOMACK

Evaluator Signature M. W.

1

RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

CHECKLIST/TABULATION
02/26/2025 2:00 P.M.

PROPOSER	DLZ FLORIDA, LLC	JL2 ARCHITECTURE, LLC	KMF ARCHITECTS	POWELL STUDIO ARCHITECTURE, LLC
Acknowledge Addendum No. 1	*Received 03/05/2025	✓	✓	✓
Exceptions	Requested insurance clarifications	None	None	None
Company and License Verification	✓	✓	✓	✓
Certification of M/WBE or Labor surplus area firm	Respondent	N/A	N/A	N/A
Summary of Litigation	✓	✓	✓	✓
Subconsultants Listing	✓	✓	✓	✓
Experience and References	✓	✓	✓	✓
Current & Projected Workload	✓	✓	✓	✓
Conflict of Interest Disclosure Form	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Company Information/Signature Sheet	✓	✓	✓	✓
Drug-Free Workplace Form	✓	✓	✓	✓
Sworn Statement on Public Entity Crimes Form	✓	✓	✓	✓
Non-Segregated Facilities Form	✓	✓	✓	✓
Scrutinized Companies' Lists Form	✓	✓	✓	✓
Human Trafficking Affidavit	✓	✓	✓	✓
Company Not an Entity of Foreign Country of Concern Form	✓	✓	✓	✓
Contractor E-Verify Affidavit	✓	*Registration received 02/27/2025	✓	✓
Byrd Anti-Lobbying Amendment Certification	✓	✓	*Received 03/05/2025	*Requested 03/05/2025
SAM.gov No Debarment or Suspension Verification	✓	✓	✓	✓

*Missing forms considered a minor irregularity

Respondents listed in alphabetical order

City of Ocoee

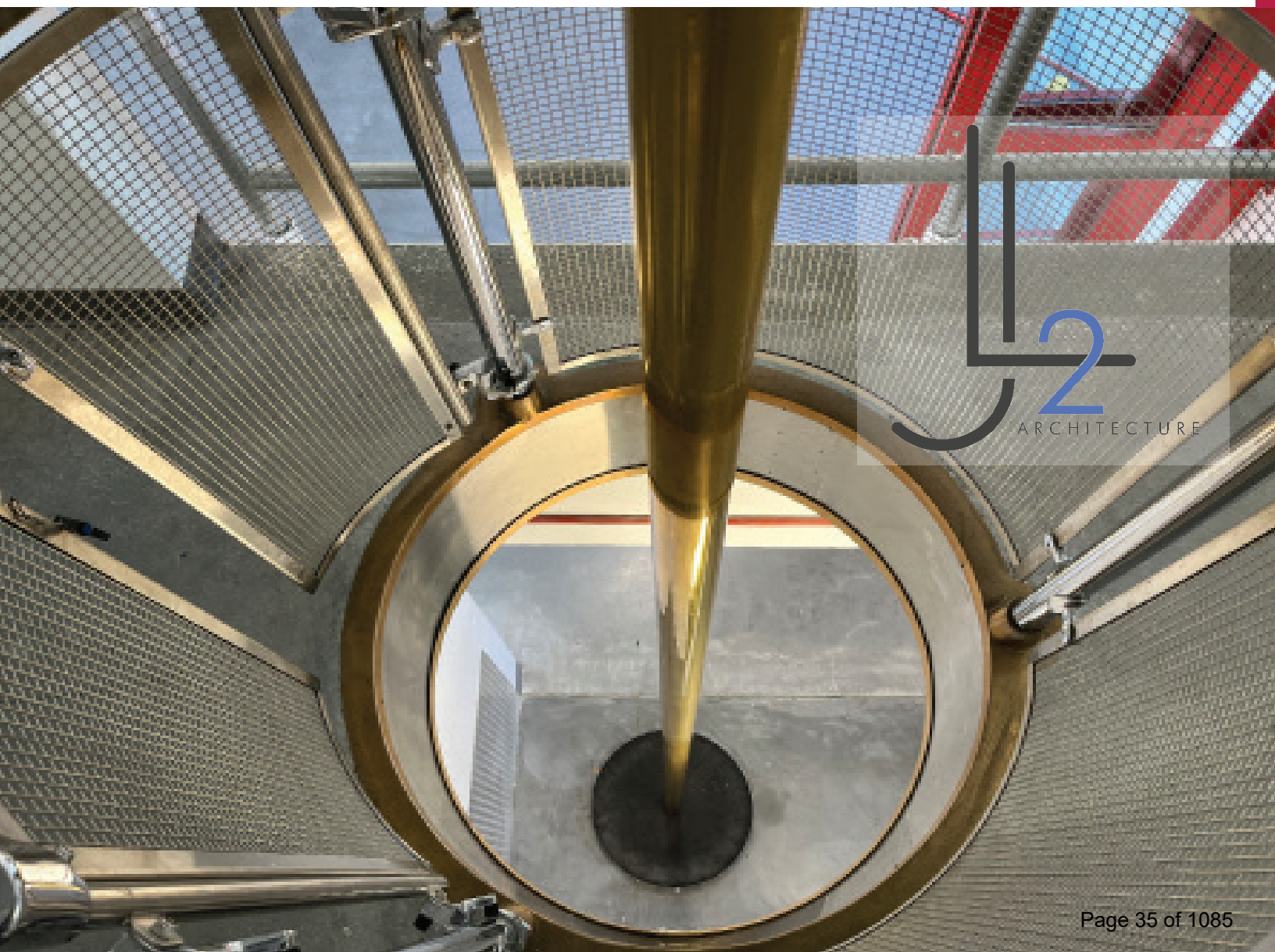
Continuing Professional Architectural Services

Including Federal Grant Funded Projects

(RFQ) #25-004

February 26, 2025 | 2:00 PM

Submitted via Bonfire



Introductory Letter

February 26, 2025

City of Ocoee, Purchasing & Contracts Division
Attn: Olena Stokych, Purchasing Analyst
1 North Bluford Avenue, Ocoee, FL 34761

Dear Members of the Selection Committee,

The Architectural Continuing Services contract represents an opportunity for our team to continue our relationship with the City of Ocoee, that I have highly regarded and personally maintained. Our team is committed to performing the work under this contract at the highest level no matter what the size of the project and feel we offer the following advantages:

DEDICATION & UNDERSTANDING OF YOUR NEEDS

Our entire team has worked within the City of Ocoee area for several years. **We are currently working on your new Police Department's training facility while some of our engineers have been a part of your continuing services contract for years.** This experience has given us a tremendous insight into the areas expectations, permitting and requirements. jl2 Architecture seeks to continue being a partner that the City of Ocoee can rely on to make sure your new Fire Station and other potential projects exceed your expectations and goals.

What truly separates the jl2 Architecture Team from the others is our understanding of your project specific needs. **This team has also spent a significant amount of time working with the City and Fire Department developing site plans, floor plans and renderings for your new fire station via a previous working arrangement. This knowledge and completion of nearly a 30% set of construction documents brings an operational and cost savings advantage to the City.**

Public Safety is arguably the highest priority of the government. The City of Ocoee's operations are some of the very best in the state. However, the facilities that are needed to maintain this high level of service must be improved. We are keenly aware of the City's needs as a result of our current experience. As a result of this knowledge of this specific site our team is better poised to find quicker and better solutions than other firms. We know the strengths and weaknesses of the infrastructure; we have participated in other high-profile projects in the past; we know the City staff and leaders, are aware of the wide range of citizens' viewpoints; and we have successfully designed, permitted and administered construction of these type facilities throughout the state.

SPECIALTY PUBLIC SAFETY & FIRE STATION DESIGN

Johnnie Lohrum Jr. (jl2 Architecture), Project Manager / President has been working on Fire Services projects for over 20 years and will use his passion to guide & manage the day-to-day requirements of the project, ensuring your goals are met. The combination of jl2 & the rest of our consultants will ensure you get a dedicated design & engineering staff required to properly complete your project. The jl2 Architecture team of designers & engineers have been a part of more than 200 public safety facilities including more than 60 fire stations. **We are also currently working on multiple projects that involve Federal Grant Funding. We understand the design nuances this entails and can be a partner to the City navigating the milestones, paperwork and tedious process that are required to maintain Federally grant funded projects.** We would also like to offer any potential assistance the City may require in obtaining potential grants through our grant specialist, Hale Innovations that we have provided on our team.

HEALTH & SAFETY

Every day, your first responders risk their lives while being exposed to dangerous substances. More people are becoming aware of the human cost of providing fire and rescue services such as the fire fighters increased likelihood of developing cancer. By compartmentalizing the station into cold, medium, and hot zones as well as many other strategies, we are able to confine and separate contaminants, reducing exposure to a minimum. The design of a building that can support the long-term health of the firefighters who are defending our community is a crucial component of our approach. Our objective is to create stations that are safe, practical, affordable, and efficiently run while also assisting The City of Ocoee's Fire Department in maintaining its position as a pioneer in protecting the community & it's first responders.

HURRICANE HARDENED FACILITIES

It's important that a Fire Station remains operational during storm events and activations so it can continue its critical mission of supporting the community and protecting its users. The Florida Building code requires that all Fire Stations are designed as "essential" level IV facilities. Your new Fire Station will be designed as a hurricane hardened facility meeting all essential level requirements, including wind borne debris and large missile impact

requirements. The jl2 Architecture team has a significant amount of experience designing and detailing millions of square feet of essential public safety facilities throughout the state of Florida including the coastal Volusia County Emergency Operation Center, Brevard County Emergency Operations Center, Columbia County Emergency Operation Center and more than 12 DOC Centers for Fire Facilities.

UNDERSTANDING OF CONTINUING SERVICES

During our working in Central Florida over the past 20 years our collective team has been involved with several continuing service contracts, including Volusia County, Brevard County, Seminole County, University of Central Florida, Volusia County Schools and Osceola County completing a total of more than 200 minor projects. This experience completing a wide range of projects under continuing service contracts, includes investigations, studies, planning, design, permitting, bidding, construction administration, reports, cost estimates, commissioning, testing and many more.

One of the most important elements of making a continuing service project successful is understanding that they usually must be done quickly and within an appropriately established budget. To make this happened, we have put together a team of diverse experts who are willing to take on any challenge or scope of work that may be required through this RSQ contract.

We have included an experienced team of multiple local engineering subconsultants to be able to serve you better for this contract, including: CPH(Civil/Landscape/Environmental/Surveying), OCI & Associates (MEP/FP), Matern Engineering(MEP/FP), BBM Structural Engineers (Structural) and KMI (Cost Estimating). jl2 Architecture has a significant amount of experience working with this team of consultants over the past 20 years, as well as the capability of bringing to the table, other engineers or specialty firms we have successfully collaborated with to any project that may arise. This team has no learning curve and will always put the needs of the City of Ocoee first.

In many ways continuing service projects require a different approach than other larger major projects. Johnnie Lohrum, RA, LEED® AP, will provide leadership and project management on all of the task assignments that may be awarded under this consulting services contract. His experience with multiple continuing contracts has developed an expertise in managing multiple, diverse, fast-tracked projects simultaneously. He will quickly work with the City Project Manager to assess the scope of each task assignment, assign an internal project team, including himself, that will be the most appropriate for the task at hand, and will work to confirm the budget and produce quality documents within an appropriate schedule. We have also found that a successful continuing service project requires a Project Architect that is not just involved in the project up front but oversees the entire project through construction. This process will ensure you have a trusted team of advisors that can develop and successfully complete any important project that you need completed.

BUDGET & EXPEDITED SCHEDULE

We recognize the importance of doing right by the taxpayers and know how to design quality facilities that are efficient, functional and cost effective. We will utilize our in-house cost database as well as our estimator (KMI) to check the project's budget status at every milestone, to ensure your vision is met while being under budget. We also understand that the City has a desire to fast-track the project schedule. We understand that your fire station will be the first task awarded under this contract. **We offer a significant advantage as we will utilize our previous knowledge, completed documents and experience on the fire station project to hit the ground running with no learning curve. While the design phase for a project of this scope and size would typically take approximately 7-8 months to complete, we are offering an expedited schedule of 4 months.** Our team excels at fast-track scheduling and offers a proven track record and approach to making this happen.

Continuing service projects must never be overlooked as they help to support critical projects allowing the growth of your community. The potential projects awarded via this contract will be about you, your needs and your vision. The jl2 Architecture team brings the passion and desire to help you bring that vision to life and would greatly appreciate the opportunity to partner with you on your important projects.

Sincerely,

Johnnie D. Lohrum, Jr., RA, LEED® AP
President
jl2 Architecture
1678 Kingston Road, Longwood, FL 32750
407.340.2879 | jlohrum@jl2architecture.com

Location of all offices (firm and subconsultants) involved with this contract:

jl2 Architecture
Prime Architect
1678 Kingston Road, Longwood, FL 32750
Johnnie Lohrum 407.340.2879 | jlohrum@jl2architecture.com
Federal ID—92-1168022

BBM Structural Engineers
Structural Engineer
2300 Maitland Cen. Parkway, Suite 201, Maitland, FL 32751
Bora Erbilen 407.645.3423 | Bora.Erbilen@bbmstructural.com
Federal ID—59-2935401

CMTA
MEP/F/Security/Communications
600 South Orlando Ave. Maitland, FL 32751
Jason Smith 407.332.5110 jason.smith@cmta.com
Federal ID—93-2086589

Hale Innovation
Grant Writer
111 S. Maitland Avenue, Suite 120, Maitland, FL 32751
Lawrence “Lee” Hale 304.767.5165 lee@haleinnovation.com
Federal ID—87-1338581

CHP Engineering
Civil, Landscape, Irrigation, Environmental & Survey
1117 E Robinson St, Orlando, FL 32801
Ben Buencamino 407.425.0452 | bbuencamino@cphcorp.com
Federal ID—59-2068806

Matern Professional Engineering
MEP/F/Security/Communications
130 Candace Drive, Maitland, FL 32751
Bradley Pascarella 407.740.5020 bpascarella@matern.net
Federal ID—59-2888618

KMI International
Estimating / Construction Admin.
7335 Lake Ellenor Drive, Orlando, FL 32809
Matthew Night 321.299.3791 | mknight@kmiintl.com
Federal ID—65-0107216

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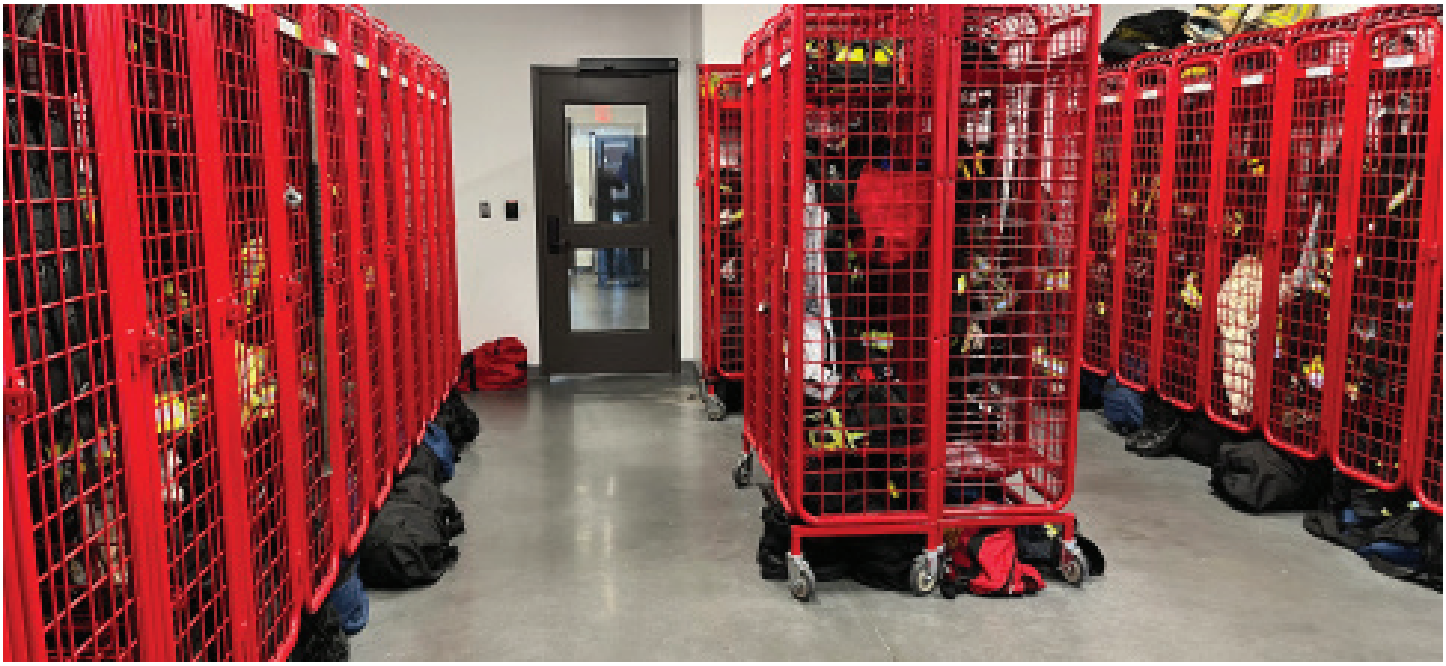

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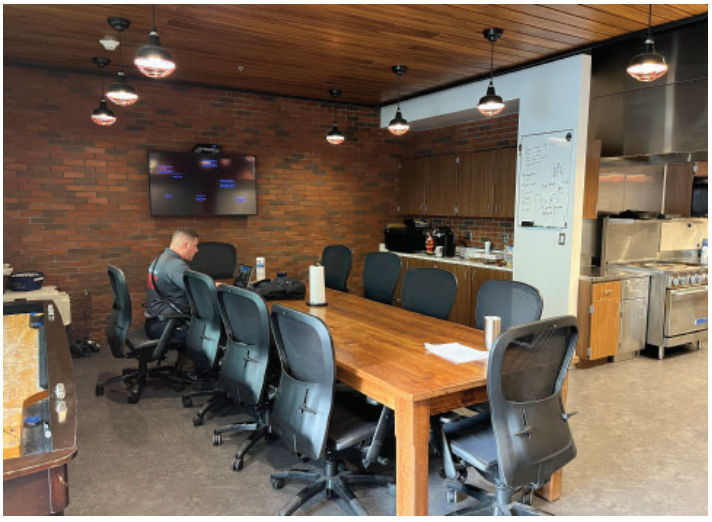


Project Team A

A. Project Team

jl2 Architecture has assembled a highly qualified team of professionals to support the City of Ocoee under this continuing services contract. Our team consists of experienced architects, engineers, and consultants with extensive backgrounds in municipal and public safety projects. Each key staff member brings specialized expertise, ensuring the highest level of service, responsiveness, and efficiency.

KEY STAFF

The following section outlines the qualifications and roles of jl2 Architecture's key personnel who will be directly involved in providing services to the City. Each team member has been selected based on their experience in municipal architecture, project management, and continuing services contracts. Included in the resumes are their total years of industry experience, years with jl2 Architecture, and relevant project experience that aligns with the City's needs.

SUBCONSULTANTS

In addition to our in-house expertise, jl2 Architecture has partnered with a team of highly respected subconsultants, each bringing specialized knowledge to ensure a seamless, full-service approach to the City's projects. These firms have been carefully selected based on their proven track records, experience with public sector clients, and ability to deliver high-quality results. The following section provides an overview of each subconsultant's qualifications, their role in the project, and their years of relevant experience.

Together, our team is committed to providing the City of Ocoee with innovative, cost-effective, and efficient architectural and engineering solutions.

CERTIFICATIONS

The firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc. may be found at the end of this section.

Johnnie D. Lohrum Jr. RA LEED® AP
President / Project Manager

Jacek Flejsierowicz AIA
Design Architect / Production Support

Renwick Daelo AIA, GGP, LEED® AP
Project Architect

Eugene Demaso AIA
Project Architect

Jeremy Cox
Vice President/Construction Liaison

Bradley Pascarella PE LEED® AP
Sr. Electrical Engineer

Austin Podurgiel EI
Sr. Mechanical Engineer

Robert Donahue
Sr. Fire Protection & Plumbing Designer

Bora Erbilen PE, SE, MIStructE, LEED
Principal-in-Charge / Project Manager

Ben C. Buencamino
Civil Engineer

Amy E. Daly LEED® AP
Environmental Scientist

Thomas J. Galloway PSM
Surveyor

Galen Pugh RLA, AICP
Landscape Architect

Matthew Night
Construction Administrator

Jason Smith PE, LEED AP BD+C, CEM
Mechanical Engineer of Record

Keith Liatsos PE
Director of Electrical Engineering

Kaz Kazeminia
Director of Plumbing & Fire Protection

Lawrence "Lee" Hale PE
President / Senior Grant Writer

Johnnie D. Lohrum Jr. RA LEED® AP

President / Project Manager

Johnnie, point of contact, has 20 years of experience and has managed more than 50 continuing service projects. He is a licensed architect and LEED accredited professional and will be responsible for managing every aspect of each assigned project from conception through construction administration. As needed, he will also assign the appropriate design and production staff necessary to complete one or multiple projects at once. He will continue providing the same personal attention to every matter throughout this contract.

EDUCATION
Bachelor of Design, 2001
University of Florida
Master of Architecture, 2003,
University of Florida

CREDENTIALS
FL, Registered Architect
#AR96099
LEED® Accredited Professional

AFFILIATIONS
Florida Police Chief's Association
Florida Sheriff's Association
Florida Fire Chief's Association
Fl. Emergency Preparedness Assoc.

FIRM INFORMATION
1678 Kingston Road
Longwood, FL 32750
407.340.2879
jlohrum@jl2architecture.com

EXPERIENCE
20 Years

Continuing Services Contract, Volusia County Government - Volusia County, FL
Contract Term: 2023-Current up to $7.5 million / continuing services experience / includes conceptual design, renovations, fire stations, needs assessments, studies and 3D visualization

Continuing Services Contract, University of Central Florida - Orlando, FL*
Contract Term: 2012 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming / 30+ projects

Continuing Services Contract, City of DeLand - DeLand, FL
Contract Term: 2023 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming

Police Training Facility, Ocoee Police Department - Ocoee, FL
Artchitect of Record, Completion Date: 2024 / 25,000SF / $12 million / indoor 16 lane gun range / firearm simulators / defensive tactics / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

Fire Station #15, Volusia Fire Department - Daytona, FL
Architect of Record, Completion Date: Est. 2025 / 15,000 SF / $14 million / prototype fire station / admin. spaces / 4 drive-thru apparatus bays / training tower/ crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #42, Volusia Fire Department - DeLand, FL
Architect of Record, Completion Date: Est. 2025 / 10,000 SF / $7 million / FEMA grants / admin. spaces / 2 drive-thru apparatus bays / 2-stories / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen / fitness.

Fire Station #3, Groveland Fire - Groveland, FL
Architect of Record, Completion Date: Est. 2025 / 11,000 SF / $8 million / prototype fire station / admin. spaces / 3 drive-thru apparatus bays / training areas / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #22 , Clay County Fire - Clay County, FL
Architect of Record, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen

Fire Station #1, Clay County Fire - Clay County, FL
Architect of Record, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen / fitness.

Jacek Flejsierowicz, AIA, SARP

Design Architect / Production Support

Jacek has been the center of fantastic architectural design projects for nearly 40 years. He has a passion for technology and utilizes it to better his design skills in everything he does. His experience designing, detailing and producing municipal / community driven projects gives him an distinct advantage in understanding your needs. As Design Architect and Production support for your project, he will be critical in collaborating with you to create state of the architectural designs that are not only aesthetically pleasing but maintenance friendly and cost effective. His 3-D visualization skills will assist you in making real time design decisions making sure your vision is brought to life.

EDUCATION
Master of Architecture & Urban Planning, 1985
University of Poznan
Computer Applications in Architecture, 1994
University of Toronto

AFFILIATIONS
American Institute of Architects
SARP

FIRM INFORMATION
1678 Kingston Road
Longwood, FL 32750
407.340.2879
jflejsierowicz@jl2architecture.com

EXPERIENCE
38 Years

Continuing Services Contract, Volusia County Government - Volusia County, FL
Contract Term: 2023-Current up to $7.5 million / continuing services experience / includes conceptual design, renovations, fire stations, needs assessments, studies and 3D visualization

Continuing Services Contract, University of Central Florida - Orlando, FL*
Contract Term: 2012 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming / 30+ projects

Continuing Services Contract, City of DeLand - DeLand, FL
Contract Term: 2023 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming

Police Training Facility, Ocoee Police Department - Ocoee, FL
Project Architect, Completion Date: 2024 / 25,000SF / $12 million / indoor 16 lane gun range / firearm simulators / defensive tactics / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

Fire Station #15, Volusia Fire Department - Daytona, FL
Project Architect, Completion Date: Est. 2025 / 15,000 SF / $14 million / prototype fire station / admin. spaces / 4 drive-thru apparatus bays / training tower/ crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #42, Volusia Fire Department - DeLand, FL
Project Architect, Completion Date: Est. 2025 / 10,000 SF / $7 million / FEMA grants / admin. spaces / 2 drive-thru apparatus bays / 2-stories / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen / fitness.

Fire Station #3, Groveland Fire - Groveland, FL
Project Architect, Completion Date: Est. 2025 / 11,000 SF / $8 million / prototype fire station / admin. spaces / 3 drive-thru apparatus bays / training areas / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #22 , Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen

Fire Station #1, Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen / fitness.

Renwick Daelo, AIA, LEED

Project Architect

Ren has 23 years of experience in the State of Florida and is specifically qualified to detail your project. He is a licensed architect and LEED accredited professional. He will be responsible for coordination of all construction documents. Ren has managed several essential facilities such as high secured and classified facilities for the Federal Government. Such facilities were designed to meet anti-terrorism and force protection criteria, as well as spaces requiring high security requirements to allow for containment and protection of classified communication. He will utilize this experience to guarantee that your vision and goals are met. making sure your vision is brought to life.

EDUCATION
Bachelor of Design, 2001
University of Florida
Master of Architecture, 2003,
University of Florida

AFFILIATIONS
Green Globes Professional
American Institue of Architects
Project Managment Institute

CREDENTIALS
FL, Registered Architect
#AR94753
LEED® Accredited Professional

FIRM INFORMATION
1678 Kingston Road
Longwood, FL 32750
407.340.2879
rdaelo@jl2architecture.com

EXPERIENCE
23 Years

Continuing Services Contract, Volusia County Government - Volusia County, FL
Contract Term: 2023-Current up to $7.5 million / continuing services experience / includes conceptual design, renovations, fire stations, needs assessments, studies and 3D visualization

Continuing Services Contract, University of Central Florida - Orlando, FL*
Contract Term: 2012 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming / 30+ projects

Continuing Services Contract, City of DeLand - DeLand, FL
Contract Term: 2023 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming

Police Training Facility, Ocoee Police Department - Ocoee, FL
Project Architect, Completion Date: 2024 / 25,000SF / $12 million / indoor 16 lane gun range / firearm simulators / defensive tactics / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

Fire Station #15, Volusia Fire Department - Daytona, FL
Project Architect, Completion Date: Est. 2025 / 15,000 SF / $14 million / prototype fire station / admin. spaces / 4 drive-thru apparatus bays / training tower/ crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #42, Volusia Fire Department - DeLand, FL
Project Architect, Completion Date: Est. 2025 / 10,000 SF / $7 million / FEMA grants / admin. spaces / 2 drive-thru apparatus bays / 2-stories / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen / fitness.

Fire Station #3, Groveland Fire - Groveland, FL
Project Architect, Completion Date: Est. 2025 / 11,000 SF / $8 million / prototype fire station / admin. spaces / 3 drive-thru apparatus bays / training areas / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #22 , Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen

Fire Station #1, Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen / fitness.

Eugene Damaso, AIA, LEED

Project Architect

Eugene has 19 years of experience in the State of Florida and has worked on mulitpel continuing servies and small renovation projects. He has a significant background managing municipal & DOD contracts and will be responsible for helping to manage all design team consultnats and coordination of construction documents.

EDUCATION
Bachelor of Design, 2001
University of Florida
Master of Architecture, 2004,
University of Florida

AFFILIATIONS
Green Globes Professional
American Institue of Architects

CREDENTIALS
FL, Registered Architect
#AR94194
LEED® Accredited Professional

FIRM INFORMATION
1678 Kingston Road
Longwood, FL 32750
407.340.2879
rdaelo@jl2architecture.com

EXPERIENCE
19 Years

Continuing Services Contract, Volusia County Government - Volusia County, FL
Contract Term: 2023-Current up to $7.5 million / continuing services experience / includes conceptual design, renovations, fire stations, needs assessments, studies and 3D visualization

Continuing Services Contract, University of Central Florida - Orlando, FL*
Contract Term: 2012 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming / 30+ projects

Continuing Services Contract, City of DeLand - DeLand, FL
Contract Term: 2023 - Current / up to $7.5 million / continuing services experience / includes additions, renovations, interior renovations, ADA reports, conceptual design, construction documents, construction administration, HVAC repair and programming

Police Training Facility, Ocoee Police Department - Ocoee, FL
Project Architect, Completion Date: 2024 / 25,000SF / $12 million / indoor 16 lane gun range / firearm simulators / defensive tactics / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

Fire Station #15, Volusia Fire Department - Daytona, FL
Project Architect, Completion Date: Est. 2025 / 15,000 SF / $14 million / prototype fire station / admin. spaces / 4 drive-thru apparatus bays / training tower/ crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #42, Volusia Fire Department - DeLand, FL
Project Architect, Completion Date: Est. 2025 / 10,000 SF / $7 million / FEMA grants / admin. spaces / 2 drive-thru apparatus bays / 2-stories / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen / fitness.

Fire Station #3, Groveland Fire - Groveland, FL
Project Architect, Completion Date: Est. 2025 / 11,000 SF / $8 million / prototype fire station / admin. spaces / 3 drive-thru apparatus bays / training areas / crew quarters / CM / day room / health & safety strategies / decontamination area / fire experience / commercial kitchen

Fire Station #22 , Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen

Fire Station #1, Clay County Fire - Clay County, FL
Project Architect, Completion Date: Est. 2025 / 16,000 SF / $12 million / prototype fire station / admin. spaces / 5 drive-thru apparatus bays / training areas / crew quarters / fire experience / day room / health & safety strategies / CM / decontamination area / commercial kitchen / fitness.

Jeremy Cox

Vice President/Construction Liaison

Continuing Services Contract, Volusia County Government - Volusia County, FL
Continuing Services Contract, University of Central Florida - Orlando, FL*
Continuing Services Contract, City of DeLand - DeLand, FL
Police Training Facility, Ocoee Police Department - Ocoee, FL
Fire Station #15, Volusia Fire Department - Daytona, FL
Fire Station #42, Volusia Fire Department - DeLand, FL
Fire Station #3, Groveland Fire - Groveland, FL
Fire Station #22 , Clay County Fire - Clay County, FL
Fire Station #1, Clay County Fire - Clay County, FL

EDUCATION
Master of Building Construction
University of Florida
Bachelor of Design in Architecture
University of Florida

CREDENTIALS
Certified General Contractor
CGC 1509647
LEED Accredited Professional

EXPERIENCE
17 Years

Lawrence "Lee" Hale PE

President / Senior Grant Writer

Lee has 13 years of design and grant funding experience across the civil, transportation, and utility engineering practices. Lee founded Hale Innovation, LLC, with the goal of building on his unique skillset of grant funding strategy, pursuit, and management while having the underlying capabilities as a technically diversified civil engineer.

FDEO CDBG-CV Grant Program, Monroe County - Key Largo, FL
FDEP FRDAP Grant Program, City of Haines City - Haines City, FL
SWFWMD Cooperative Funding Program, City of Haines City - Haines City, FL
FDEO CDBG-MIT Grant Program, City of Haines City - Haines City, FL
SFWMD Cooperative Funding Program, City of Port St. Lucie - Port St. Lucie, FL

EDUCATION
Master of Engineering
Marshall University
Bachelor of Civil Engineering
West Virginia Institute of Technology

CREDENTIALS
Registered Engineer
FL | 83465
Registered Engineer
WV | 21116
Registered Engineer
NC | 54569
Assoc. DBIA

EXPERIENCE
13 Years

Ben C. Buencamino

Civil Engineer

Mr. Buencamino serves CPH as a Project Manager for educational facilities projects. Mr. Buencamino joined the firm in 1989. He has extensive experience in project study, construction management/ supervision, and contract administration. Mr. Buencamino has been Project Engineer for the Volusia and Lake County School Boards for the last 27 years and responsible for several school projects in both school districts, including Osteen Elementary Replacement, Elementary Schools W, X and Y, South Daytona Elementary Addition and Renovation, and other drainage and site/civil related projects.

Groveland Fire Station No. 1
Ocoee South Bluford Ave Streetscape
City of Ocoee - Tiger Minor Tennis Court
Repair Ocoee Police Training Facility
Pinellas Suncoast Fire Station #28
Ocoee Continuing Engineering Services

EDUCATION
Bachelor of Science Civil Engineering
Mapua Institute of Technology
Bachelor of Science Environmental and Sanitary Engineering
Mapua Institute of Technology

EXPERIENCE
40 Years

Bora Erbilen PE, SE, MIStructE, LEED

Principal-in-Charge / Project Manager

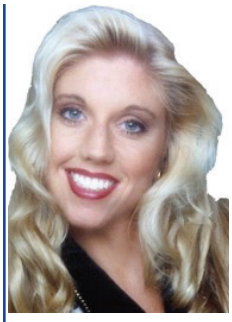
Bora is President of BBM and has over 32 years of experience as a consulting structural engineer. He has a strong background in design and modeling of structural elements by computer analysis, allowing many different combinations to be investigated until the optimal solution is attained. Bora is well-versed in all types of building systems and has worked on buildings with varying degrees of structural design complexity. BBM has completed or is currently working on over 30 fire station projects. This includes free-standing fire station facilities, renovations and additions to existing fire station facilities, and new public safety and emergency operations complexes containing fire station elements (representing over 500,000 sf of fire station experience).

Station #22 & 1 , Clay County Fire - Clay County, FL
Station #81 & Admin. Building, City of DeLand Fire Department - DeLand, FL
Station #47 & 23, Volusia County Fire - Volusia County, FL
Station #17 (DAB ARFF), Volusia County - Daytona Beach, FL
Station #15, Volusia County Fire - Daytona Beach, FL
Station #39, Seminole County Fire - Sanford, FL
Station #25, Seminole County Fire - Casselberry, FL

EDUCATION
Master of Business Administration
Florida Institute of Technology
Bachelor of Science
Florida Institute of Technology

CREDENTIALS
FL PE License No. 55996
NCEES Special Inspector-30264

EXPERIENCE
32 Years



Amy E. Daly LEED® AP
Environmental Scientist

Mrs. Daly serves CPH as principal environmental scientist. She has 31 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, and permitting and relocation, including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

Ocoee Downtown Streets Redevelopment
Monroe County Fire Station – Cudjoe Key
Ocoee Bluford Avenue Streetscape, Phase II Ocoee Police Training Facility
Ocoee Continuing Engineering Services
Pinellas Suncoast Fire Station #28
Cape Coral Fire Stations HVAC - Stations #1, #3, #4, #8, #9 Groveland Fire Station No. 1
Longwood Fire Station #17 Extension
City of Venice Fire Station 1 and City Hall Expansion

EDUCATION
Master of Business Administration
Florida Memorial University
Summa Cum Laude
Bachelor of Science
Biological Sciences
Florida State University

CREDENTIALS
U.S. Army Corps of Engineers Wetland Delineator Florida Unified
LEED Accredited Professional

EXPERIENCE
31 Years

Thomas J. Galloway PSM
Surveyor

Mr. Galloway has extensive experience in the surveying and mapping profession and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as party chief/ survey CADD technician, project manager, and survey manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally, he has been personally involved in over 2,500 surveys while at CPH.

Cape Coral Fire Stations HVAC - Stations #1, #3, #4, #8, #9 Monroe Tavernier Fire Station #22 Hardening
Edgewater Miscellaneous Continuing Engineering Services Peoria Fire Station #16
FKAA NAS Boca Chica E. Fire Pumping Station Ocoee - Bob Sorenson Field Concession/Restroom Longwood Engineering Continuing Services
Ocoee South Bluford Ave Streetscape

EDUCATION
Bachelor of Science
Surveying and Mapping,
University of Florida

CREDENTIALS
Surveyor & Mapper
FL (No. 6549)
NCEES Council No. 1291

EXPERIENCE
33 Years

Galen Pugh RLA, AICP
Landscape Architect

Mr. Pugh serves the firm and its clientele in the capacity of Registered Landscape Architect. Mr. Pugh has over 35 years of governmental and private Landscape Architecture experience. This experience includes working as a Sr. Landscape Architect and a Sr. Planner. He additionally provided professional services such as procurement of consultants, directing and reviewing the preparation of site plans, construction documents, and landscape plans. Mr. Pugh coordinated the public participation process and conducted public and steering committee meetings.

Groveland Fire Station No. 1 Ocoee
Police Training Facility Pinellas
Suncoast Fire Station #28
Longwood Fire Station #17 Extension
Ocoee South Bluford Ave Streetscape

EDUCATION
Bachelor of Arts
Landscape Architecture
Louisiana State University

CREDENTIALS
Registered Landscape Architect
No. LA 1522
CPTED Course Completion Certified Planner (AICP)

EXPERIENCE
35 Years

Austin Podurgiel EI
Sr. Mechanical Engineer

Mr. Podurgiel brings 8 years of diverse mechanical engineering experience to your minor government projects. As a Project Manager in Matern's Commercial Department, he possesses a strong understanding of mechanical systems design and implementation, coupled with valuable project management skills. Although currently an Engineering Intern, he is actively pursuing his Professional Engineer license, demonstrating his commitment to professional development.

Public Safety Complex, City of Tavares, FL
Public Safety Complex., City of Groveland, FL
City Hall, Ocoee, FL
Grand Ave Community Center, Orlando, FL
Rosemont Community Center Addition, Orlando, FL
Tennis Center, Orlando, FL
Clay County Animal Control, Clay County Government
Sheriff's Data Center, Osceola County Government
Juvenile Assessment Center Addition, Seminole County Government

EDUCATION
Bachelor of Science
Aerospace Engineering
University of Central Florida

CREDENTIALS
Engineer Intern,
FL #1100023922

EXPERIENCE
6 Years

Bradley Pascarella PE LEED® AP

Sr. Electrical Engineer

Mr. Pascarella is a registered Professional Engineer with 20 years of electrical engineering expertise including design, construction management, and analysis of electrical systems. As the Senior Electrical Engineer for the Commercial Department at Matern, Brad is directly responsible for all facets of electrical engineering. He is accountable for all project coordination between clients, internal staff and other disciplines from concept design through construction.

EDUCATION
Bachelor of Science
Electrical Engineering
University of Central Florida

CREDENTIALS
Registered Engineer
FL | 74529

EXPERIENCE
20 Years

Public Safety Complex, City of Tavares, FL
Public Safety Complex., City of Groveland, FL
City Hall, Ocoee, FL
Grand Ave Community Center, Orlando, FL
Rosemont Community Center Addition, Orlando, FL
Tennis Center, Orlando, FL
Clay County Animal Control, Clay County Government
Sheriff's Data Center, Osceola County Government
Juvenile Assessment Center Addition, Seminole County Government

Robert Donahue

Sr. Fire Protection & Plumbing Designer

Robert's overall responsibilities include project management, design, specifications, scheduling and technical support for the fire protection, plumbing, and mechanical systems of projects. Robert has experience in fire suppression systems such as wet, dry, pre-action, clean agents, & early warning aspirating smoke detection; sanitary waste & vent systems, domestic water distribution, storm systems, natural/propane gas systems, compressed air systems, medical gas systems, and softened water systems.

EDUCATION
American Fire Protection Sprinkler Association Planning School

EXPERIENCE
22 Years

Jail Booking/Intake Addition, Volusia County Government
Emergency Operations Center, Volusia County Government
City Hall, Ocoee, FL
Grand Ave Community Center, Orlando, FL
Rosemont Community Center Addition, Orlando, FL
Tennis Center, Orlando, FL

Jason Smith PE, LEED AP BD+C, CEM

Mechanical Engineer of Record

As the Mechanical Engineer of Record (MEOR), Jason plays a critical role in the development of mechanical scopes, conducting meticulous Quality Assurance/ Quality Control (QA/QC) of construction documents, and providing innovative design solutions. As a LEED Accredited Professional and Certified Energy Manager, he brings a wealth of expertise, ensuring sustainable and energy-efficient practices in all projects. His diverse portfolio spans across various sectors including K-12 and higher education, local and federal government, healthcare facilities, and commercial structures. His portfolio features over 200 public safety buildings for Fire Rescue & EMS Stations, Police/Sheriff's Departments, Emergency Operations Centers, and Training facilities.

EDUCATION
Bachelor of Science
University of Central Florida

CREDENTIALS
Registered Engineer
FL | #PE55743
LEED® AP: 10197282-AP-BD+C
Certified Energy Manager®: CEM19073

EXPERIENCE
35 Years

Fire Admin. Headquarters & Training Tower, Daytona Beach Fire - City of Daytona Beach, FL
Station #3, Groveland Fire - Groveland, FL
Station #22 & 1, Clay County Fire - Clay County
Station #47, Volusia County Fire - Volusia County, FL
Station #39 & 25, Seminole County Fire - Sanford, FL
Station #30, Immokalee Fire Control District- Immokalee, FL
Station #28, Pinellas Suncoast Fire & Rescue - Indian Rocks Beach, FL
Station 26 & 22 Prototype, City of Palm Coast - Palm Coast, FL

Keith Liatsos PE

Director of Electrical Engineering

Keith's principal areas of design are lighting, power distribution (low voltage and medium voltage), emergency systems, and fire alarm systems. His portfolio of 50+ government projects includes facility assessments, LED replacements, IT/AV upgrades, interior renovations, and new construction.

EDUCATION
Bachelor of Science
Electrical Engineering
University of Central Flordia

CREDENTIALS
Registered Engineer
FL | #66402

EXPERIENCE
21 Years

Continuing Services Contract, Volusia County
Continuing Services Contract, Volusia County Schools
Continuing Services Contract, St. Lucie County
Continuing Services Contract, Sumpter County
Continuing Services Contract, Seminole County
Continuing Services Contract, Manatee County
Continuing Services Contract, Lee County
Charlotte County Fire Station 17
Charlotte County Fire Station 6
Charlotte County Fire Station 3
Polk County Fire Rescue Bradley Junction
Polk County Fire Rescue Caloosa Lake
Indian River County Fire Station 15
Palm Bay Fire Station 5 Training
City of Lakeland Fire Station 37
Town of Jupiter Piatt Place Fire Station

Kaz Kazeminia NICET

Sr. Fire Protection & Plumbing Designer

Kaz specializes in automatic fire protection suppression systems per NFPA 13, sanitary sewer waste, domestic water distribution, hot water/hot water return, storm system, medical gas, compressed air, and vacuum.

Continuing Services Contract, Volusia County
Continuing Services Contract, Volusia County Schools
Continuing Services Contract, St. Lucie County
Continuing Services Contract, Sumpter County
Continuing Services Contract, Seminole County
Continuing Services Contract, Manatee County
Continuing Services Contract, Lee County

EDUCATION
American University
Washington D.C.

CREDENTIALS
National Institute for Certification in Engineering Technologies(NICET)

EXPERIENCE
26 Years

Mathew Knight

Sr. Estimator / Construction Administration

Matthew Knight has over 16 years of Construction Management experience. He has completed work on 320,000 square feet and almost 33 acres of municipal projects. Mr. Knight's capabilities include managing and coordinating multi-million-dollar construction projects beginning with the design phase through the handover and closeout phase. He is skilled in Budgeting, Analytical Skills, Operations Management, and Production Management.

Transportation Management Center, Brevard County, Melbourne, FL
Continuing Services Contract, Volusia County Schools
Utilities Field Operations, City of Port Orange, Port Orange, FL
Edgewater Public Works, City of Edgewater, Edgewater, FL
Seminole County Fire Station 25, Seminole County, Casselberry, FL
Columbia County EOC, Columbia County, Lake City, FL

EDUCATION
Associate of Science
Construction Management
Valencia College
Associate of Science
Civil Engineering
Valencia College

CREDENTIALS
Building Construction Specialist

EXPERIENCE
16 Years

CERTIFICATIONS

Ron DeSantis, Governor

Halsey Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

LOHRUM, JOHNNIE DALE JR.
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ORLANDO FL 32825

LICENSE NUMBER: AR96099
EXPIRATION DATE: FEBRUARY 28, 2023
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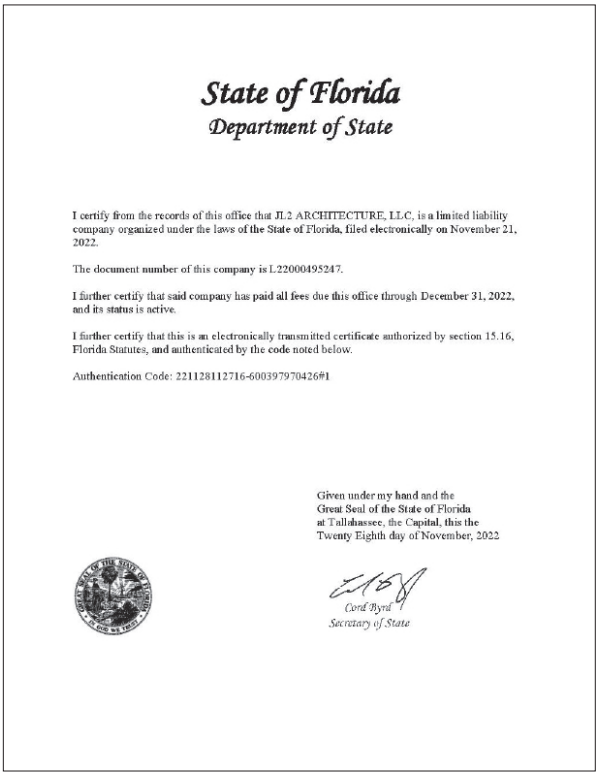
U.S. Green Building Council

Johnnie Lohrum

LEED® ACCREDITED PROFESSIONAL



State of Florida
Department of State

I certify from the records of this office that JL2 ARCHITECTURE, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on November 21, 2022.

The document number of this company is L22000495247.

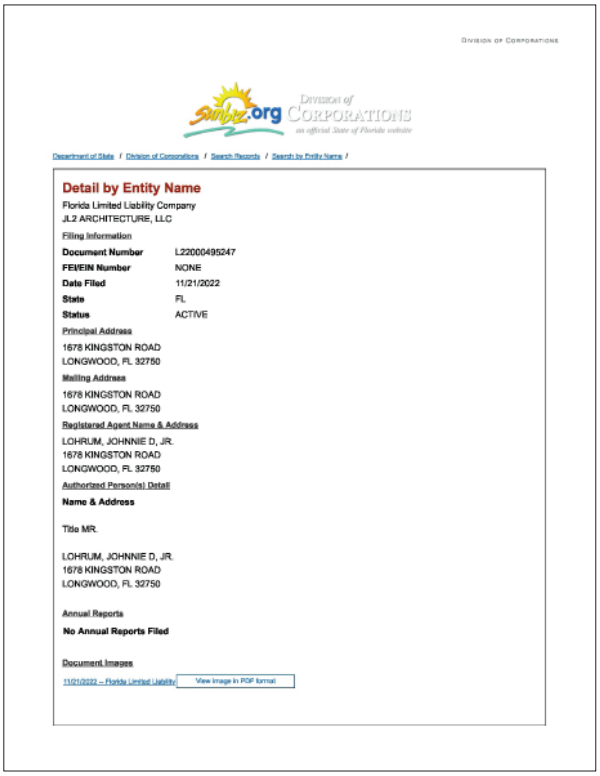
I further certify that said company has paid all fees due this office through December 31, 2022, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 221128112716-600397970426#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Eighth day of November, 2022

Cord Byrd
Secretary of State



Division of Corporations

sunbiz.org Division of Corporations

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
JL2 ARCHITECTURE, LLC

Filing Information

Document Number	L22000495247
FEI/EIN Number	NONE
Date Filed	11/21/2022
State	FL
Status	ACTIVE

Principal Address
1678 KINGSTON ROAD
LONGWOOD, FL 32750

Mailing Address
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LONGWOOD, FL 32750

Registered Agent Name & Address
LOHRUM, JOHNNIE D, JR.
1678 KINGSTON ROAD
LONGWOOD, FL 32750

Authorized Person(s) Detail

Name & Address

Title MR.

LOHRUM, JOHNNIE D, JR.
1678 KINGSTON ROAD
LONGWOOD, FL 32750

Annual Reports

No Annual Reports Filed

Document Images

11/21/2022 -- Florida Limited Liability | View image in PDF format

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Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ERBILEN, BORA
2300 MAITLAND CENTER PARKWAY
SUITE 201
MAITLAND FL 32751

LICENSE NUMBER: PE55996
EXPIRATION DATE: FEBRUARY 28, 2027
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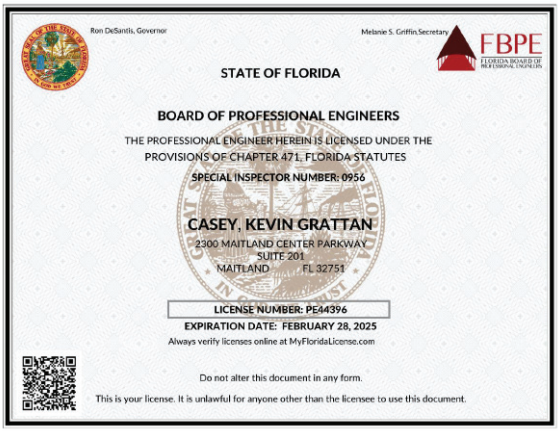

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Melanie S. Griffin, Secretary
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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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SPECIAL INSPECTOR NUMBER: 0956

CASEY, KEVIN GRATTAN
2300 MAITLAND CENTER PARKWAY
SUITE 201
MAITLAND FL 32751

LICENSE NUMBER: PE44396
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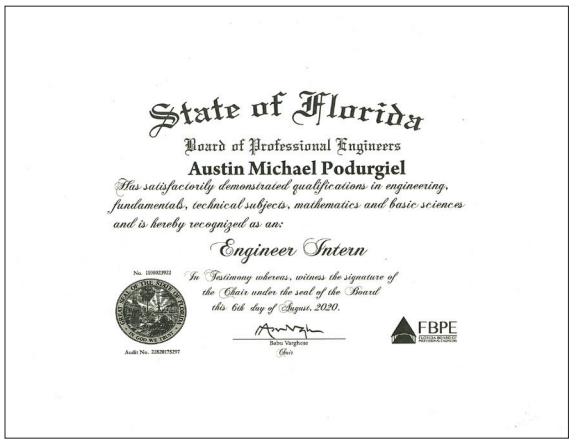


State of Florida
Board of Professional Engineers

Austin Michael Podurgiel

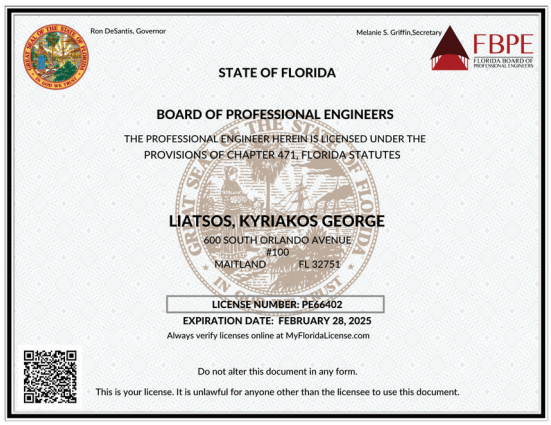
Has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an:

Engineer Intern

In Testimony whereas, witness the signature of the Chair under the seal of the Board this 6th day of August, 2020.

Babs Varghese
Chair

FBPE



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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LIATSOS, KYRIAKOS GEORGE
600 SOUTH ORLANDO AVENUE
#100
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LICENSE NUMBER: PE66402
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PASCARELLA, BRADLEY J.
4323 ROCK HILL LOOP
APOPKA FL 32712

LICENSE NUMBER: PE74529
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LEED AP BD+C

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Jason Smith

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

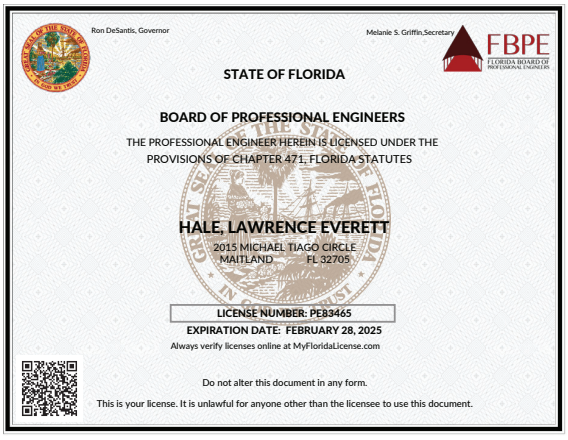
by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.

10197282-AP-BD+C
CREDENTIAL ID

22 AUG 2011
ISSUED

19 AUG 2025
VALID THROUGH

PETER TEMPLETON
PRESIDENT & CEO
U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
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STATE OF FLORIDA

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HALE, LAWRENCE EVERETT
2015 MICHAEL TIAGO CIRCLE
MAITLAND FL 32705

LICENSE NUMBER: PE83465
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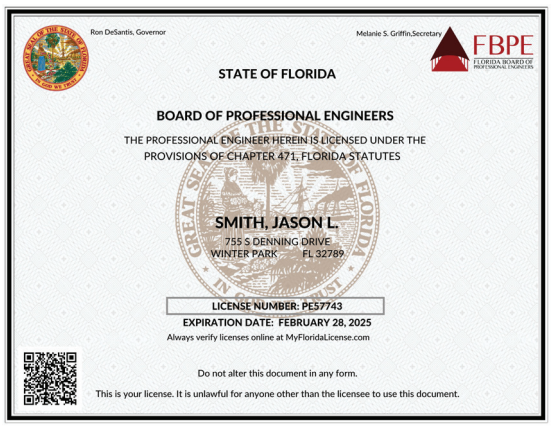

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Melanie S. Griffin, Secretary
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STATE OF FLORIDA

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SMITH, JASON L.
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WINTER PARK FL 32789

LICENSE NUMBER: PE57743
EXPIRATION DATE: FEBRUARY 28, 2025
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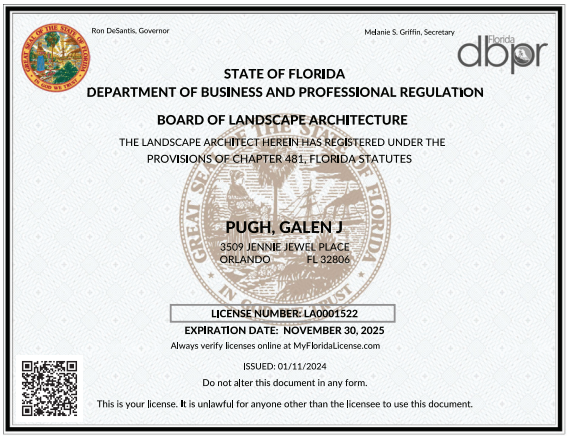

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PUGH, GALEN J
3509 JENNIE JEWEL PLACE
ORLANDO FL 32806

LICENSE NUMBER: LA0001522
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 01/11/2024

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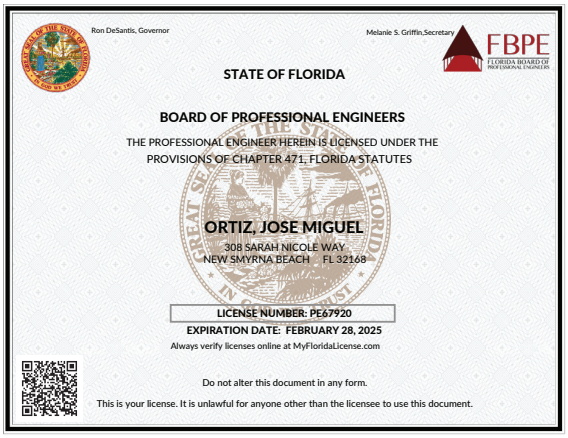

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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ORTIZ, JOSE MIGUEL
308 SARAH NICOLE WAY
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LICENSE NUMBER: PE67920
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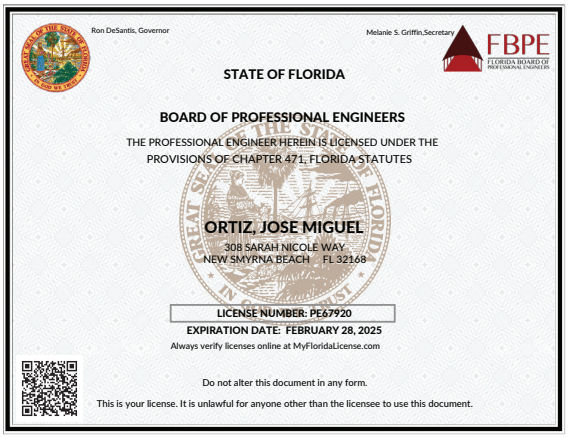

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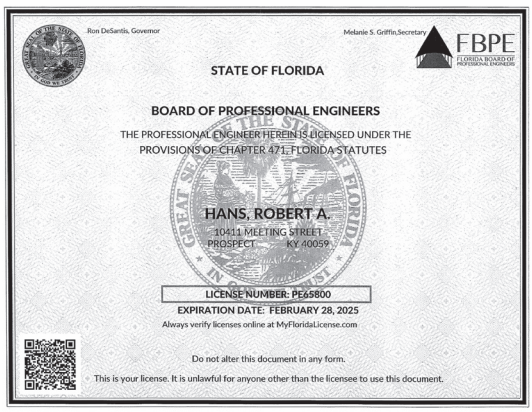

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

STATE OF FLORIDA

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HANS, ROBERT A.
10411 MEETING STREET
PROSPECT KY 40059

LICENSE NUMBER: PE65800
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Past Performance and Experience of the Firm

B

B. Past Performance and Experience of the Firm

CONTINUING CONTRACT PROJECT EXTENSIVE EXPERIENCE

jl2 Architecture has a proven track record of successfully delivering projects under continuing service contracts for public agencies across Florida. Our team understands the unique demands of these contracts, including the need for rapid response, efficient project execution, and strict budget adherence.

The following section highlights a selection of our most recent and relevant projects completed under continuing contracts. Each project demonstrates our ability to manage multiple assignments simultaneously, adapt to varying scopes, and deliver high-quality solutions while maintaining cost and schedule controls. For each, we have included key details such as the original contract price, final cost, and explanations for any budget adjustments, further reinforcing our expertise in fiscal responsibility and project efficiency.

With extensive experience in continuing contract work—particularly in fire station and municipal facility design—jl2 Architecture is well-equipped to provide the City of Ocoee with the responsive, reliable, and cost-effective services this contract requires.

Clay County Fire Stations 1 and 22
Clay County, FL

Clay County Fire Rescue contracted with Fortress Secured in July of 2023 for the design of their new Fire stations No. 1 and 22. Fortressed secured contracted jl2Architecture as the Architect of Record for their development team. Fire Station 1 and 22 are sister stations with the same design and layout but placed on different sites with different layouts and needs. Both stations were designed and construction documents developed at the same time utilizing a fast track schedule. The stations are each one-story stations with a total of 16,000sf each. The dayroom, kitchen and dining are located in the heart of the first floor with direct access to a 5 bay apparatus bay. Twenty bunk rooms are divided into two separate wings helping for flexibility in alerting of different parts of the station. The stations utilize a modular design that will allow future growth for the administrative, bunk and apparatus bay areas.

The project includes a training/community room, full commercial kitchen, watchroom, gear storage, SCBA, EMS storage, dayroom accommodating 12 ready chairs, fitness and outdoor fitness area. Health and saftey practices such as deconamination areas, air locks, separate HVAC zones and smart alerting were integral parts of the design.

SIZE
16,000 SF

COST
Original-$12 million
Final-$12 million

SERVICES
2023-Current

DELIVERY METHOD
P3

Partially grant funded

CLIENT INFORMATION (OWNER)
Clay County Fire Rescue
Lorin Mock-Fire Chief
904.529.2769
lorin.mock@claycountygov.com

CLIENT INFORMATION (DEVELOPER)
Fortress Secured
Matt Everett, Operations Manager
904.719.0843
matt@fortresssecured.com

CONSULTANT INFORMATION
jl2 Architecture--Designer/Architect of Record
CMTA--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Gulfstream Design Group--Environmental, Civil, Landscape
Gulfstream Design Group--Surveying
ECS--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Fire / EMS Station
Administration Offices
Essential Facility
CMU Construction

HEALTH & SAFETY PRINCIPLES
Meeting / Training Areas

INTEGRAL TRAINING
Public / Private Site Organization
High Profile / Civic Presence

City of DeLand Fire Station No. 81 Headquarters

DeLand, FL

The City of DeLand has a rich history and culture. Fire Station 81 is located right in the middle of the City's historic downtown adjacent to both the City Hall and Police Station. The new 2-story fire station is one of the busiest fire/EMS stations in all of Volusia County. **Tilt wall construction with brick in-lays, appropriate proportions, arches and large 4-fold bay doors were a few of the design aesthetics utilized to establish an "old school" Chicago fire station look.** Several built-in training elements were included within the design to provide the City with cost effective ways of naturally introducing training using the building itself such as: 3-story training tower with functional fire risers, locations for training on the roof, repelling, fire pole, mezzanine, ladder training, confined space training within the structure, and a second floor man hole for tri-pod/repelling. The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, chemical storage, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens. A 4,500sf logistics building was constructed behind the station providing an additional 4 apparatus bays, work shop, laundry, cascade system and storage for parade vehicle. **In 2022, the project was awarded a Career 1 Design Award for Firehouse Magazine.**

SIZE
22,000 SF

COST
Original-$5.5 million
Final-$5.5 million

SERVICES
2019-2021

DELIVERY METHOD
Design-Bid-Build

Grant funded

Project is individual experience of Mr. Lohrum

CLIENT INFORMATION
City of DeLand, FL
Todd Allen, Fire Chief
309-721-1783
allent@deland.org

CONTRACTOR INFORMATION
Keator Construction
Wesley Radcliffe
407.894.7661
wesleyradcliffe@constructfl.com

CONSULTANT INFORMATION
Johnnie Lohrum Jr.--Designer / Prime Architect for previous firm
TLC Engineering--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
Blackwell--Surveying
MWL Architects--Public Safety Planning
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Fire / EMS Station
Administration Headquarters
Essential Facility

HEALTH & SAFETY PRINCIPLES
Two-Story Design
Meeting / Training Areas
Integrated Training Components
Public / Private Site Organization
High Profile / Civic Presence

INTEGRAL TRAINING

City of Daytona Beach Fire Admin. & Station No. 1

Daytona Beach, FL

The City of Daytona Beach contracted with jl2 Architecture in July of 2023 for the design of their new Fire Administration & Station No. 1. **The design team has utilized a fast-tracked project schedule and management techniques and has already completed 100% Design Development Drawings with 100% Construction documents scheduled to be completed and permitted in May of 2024.**

The entire first floor of the facility is dedicated to station operations with a 4-bay, 90 foot deep, drive thru apparatus bay. The dayroom, kitchen and dining are located in the heart of the first floor with direct access to the apparatus bay. Fourteen bunk rooms are divided into two separate wings helping for flexibility in alerting of different parts of the station. A dedicated 3-story training tower with drone platform as been designed for integrated training and services as a beacon as you drive past the facility.

The public enter into a two story civic lobby space with grand stairs wrapping the elevator to a second floor look out. Visibility of the North East corner from the street is imperative as the station includes a museum space called the "Rosie Bay" showcasing a 1940's fire truck that used to serve the Daytona Beach community. The entire second floor is dedicated to the administrative functions of the facility including offices, conference rooms, break room and open collaborative work station which serve as built-in space for future station growth. **Incorporating health and safety practices such as decontamination areas, air locks, separate HVAC zones, smart alerting and a full roof solar array, was a non-negotiable goal of the City and Design team.**

SIZE
31,000 SF

SERVICES
2023-Current

COST
Original-$22 million
Final-$27 million

DELIVERY METHOD
CMGC

REASON FOR OVERAGES:
Owner increased scope

CLIENT INFORMATION
City of Daytona Beach
Dru Driscoll-Fire Chief
386.451.4506
driscolldru@dbfd.us

CONTRACTOR INFORMATION
Wharton Smith / DACG
Shane Wolfe, Project Executive
407.340.4345
swolfe@dacginc.com

CONSULTANT INFORMATION
jl2 Architecture--Project Manager/Architect of Record
PGAL--Production Architect
OCI & Associates--Mech, Plumbing, Fire Protection, Security, Solar
SGM Engineering--A/V, Low Voltage
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental, Civil, Landscape
Sliger--Surveying
LTG Engineering--Traffic Engineering
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Fire / EMS Station
Administration Headquarters
Essential Facility

HEALTH & SAFETY PRINCIPLES
CMGC
Meeting / Training Areas

INTEGRAL TRAINING
Public / Private Site Organization
High Profile / Civic Presence

Volusia County Fire Station No. 15
Daytona, Florida

The project is to be the first of Volusia County's new prototype fire station designs and will be used in multiple locations. The team worked very close with fire services, county engineering and the selected construction manager to improve upon the old design and better the construction documents. The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens. The scope also includes a ground mounted solar array farm that will generate enough power for the station to be considered net-zero. Early on, a site logistics plan was developed with all parties to determine the most efficient layout allowing for proper County vehicular drive flow and separation between daily operations and the fire apparatus. Several community meetings, mailers, pamphlets and design renderings were communicated to the surrounding community to assist in educating them about the development.

The facility provides a separate EMS crew office and living area and is designed so that a community room can be included for the stations within a location, that can utilize it.

SIZE
15,000 SF

COST
Original-$14 million
Final-$14 million

SERVICES
2024-Current

DELIVERY METHOD
CMGC

CLIENT INFORMATION
Volusia County, Florida
Laura Laser, County Architect
386.785.632
llaser@volusia.org

CONTRACTOR INFORMATION
Wharton-Smith
Chris Lewis, Project Manager
407.284.7499
clewis@whartonsmith.com

CONSULTANT INFORMATION
Johnnie Lohrum Jr.--Project Manager/Architect of Record
TLC Engineering--Mech, Plumbing, Fire Protection, Security, Solar
BBM--Structural Engineering
Zev Cohen--Environmental, Civil, Landscape
Sliger & Associates--Surveying
Bechtol--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Fire / EMS Station
LEED Certified
Essential Facility
CMGC

HEALTH & SAFETY PRINCIPLES
Emergency Operations Center
Meeting / Training Areas
Integrated Training Components
Public / Private Site Organization
High Profile / Civic Presence

Groveland Fire Station No. 3

Groveland, Florida

The project is to be the first of the City of Groveland's potential new prototype fire station designs and will be used in multiple locations. jl2Architecture was contracted by Ajax Building Corporation to be a part of their Design Build team for the new stations. The team worked very close with fire services and City engineering to develop a design that will meet the needs of the fast growing area for the next 20 hears. The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens.

The scope also includes a ground mounted solar array farm that will generate enough power for the station to be considered net-zero. Early on, a site logistics plan was developed with all parties to determine the most efficient layout allowing for proper City vehicular drive flow and separation between daily operations and the fire apparatus.

The station has three double stacked apparatus bays, administration offices, a commercial kitchen, fitness area, 12 bunk rooms, gear storage, separate decontamination area and a training/community room for up to 30 people.

The facility provides a separate EMS crew office and living area that is being designed as an option for the station.

SIZE
13,000 SF

COST
Original-$9.5 million
Final-$9.5 million

SERVICES
2024-Current

DELIVERY METHOD
Design Build

CLIENT INFORMATION
Groveland Fire Department
Kevin Carroll, Fire Chief
352.604.0783
kevin.carroll@groveland-fl.gov

CONTRACTOR INFORMATION
Ajax
Jeremy Cox-Project Executive
352.409.8997
jeremy.cox@ajaxbuilding.com

CONSULTANT INFORMATION
Johnnie Lohrum Jr.--Project Manager, Architect of Record
CMTA--Mech, Plumbing, Fire Protection, Security, Solar
BBM--Structural Engineering
CPH Engineering--Environmental, Civil, Landscape
CPH Engineering--Surveying
ECS--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Fire / EMS Station
Essential Facility
Health & Safety Principles
Emergency DOC Center
Meeting / Training Areas
Integrated Training Components
Public / Private Site Organization
High Profile / Civic Presence

Volusia County Fire Station No. 42

DeLand, Florida

This hardened essential fire station is a replacement fire station for a 40 year old outdated station. Volusia County received grant funding to evaluate and re-construct the existing station in its exact location. The current station is a one-story structure. The new design adds a second story onto the existing structure doubling the operational space for the station.

The facility contains health & safety features such as pressurized air locks, concrete floors, decontamination rooms, chemical storage, visible fitness & control rooms, exhaust capture/filtration in apparatus bays, zoned lighting & alerting and other measures for controlling carcinogens.

The entire facility is designed as a community shelter and meets all requirements of the FEMA 361 Hurricane standards as well as all ICC 500 standards.

The project includes 2 apparatus bays, civic entrance and lobby, watchroom, separate gear storage, decontamination areas, 8 bunk rooms, full commercial kitchen and dayroom.

SIZE
9,900 SF

COST
Original-$6.1 million
Final-$6.1 million

SERVICES
2024-Current

DELIVERY METHOD
CMGC

Grant funded

CLIENT INFORMATION
Volusia County, FL
Laura Laser,Senior Architect
386-785-6132
llaser@volusia.org

CONTRACTOR INFORMATION
A.M. Weigel Construction
Michael Weigel, President
678.878.8068
amweigel@amweigel.com

CONSULTANT INFORMATION
Johnnie Lohrum Jr.--Project Manager, Architect of Record
CMTA--Mech, Plumbing, Fire Protection, Security, Solar
BBM Structural--Structural Engineering
Zev Cohen & Associates--Environmental
Zev Cohen & Associates--Surveying, Civil & Landscape
Bechtol Engineering--Geotechnical Engineering

RELEVANCY TO THESE SCOPE OF SERVICES
Green Globes
Essential Facility
CMGC
Health & Safety Principles
Emergency Operations Center
Fire Services
Meeting / Training Areas
Public / Private Site Organization
High Profile / Civic Presence

VOLUSIA COUNTY CONTINUING SERVICES CONTRACT

This continuing service contract was awarded in 2012 after the successful completion of the Sheriff's Communication Center. Johnnie Lohrum served as the Principal-In-Charge and project manager over each project that was completed under the contract. Some examples of those projects are:

Fire Station 15 Conceptual Design

Fire Station 47 Conceptual Design

Fire Station 23 Conceptual Design

Air Quality Assessment Report for DAB ARFF

Daytona Beach Admin Building Assessment

DAB Terminal Conceptual Design

Completed: Varied, 2012 - 2022

Original Contract Price: ≤ $4 million per project

Final Cost: ≤ $4 million per project

Reference:
Laura Laser, Senior County Architect
123 W. Indiana Ave. DeLand, FL 32720
386.736.5967 | llaser@volusia.org

Individual Project Experience

BREVARD CONTINUING SERVICES CONTRACT

This continuing service contract was awarded in 2018 after the successful completion of the Brevard County Emergency Operations Center. Johnnie Lohrum served as the Principal-In-Charge and project manager over each project that was completed under the contract. Some examples of those projects are:

Fire Station 86 Building Needs Assessment
The scope of this project consisted of a space programming needs assessment and a full building systems analysis and evaluation.

Corrections Door Security Evaluation

Administration Building Fountain Renovations

Doc's Bait House Renovation
Doc's baithouse has been a staple in the Merritt Island community since the 70's. The scope of this contract was to re-roof, add impact rated fenestration, interior ADA / code updates and new HVAC systems.

Completed: Varied, 2018 - 2022

Original Contract Price: ≤ $2 million per project

Final Cost: ≤ $2 million per project

Reference:
Tim Lawry, Director, Facilities Management
2725 Judge Fran Jamieson Way, Viera, FL 32940
321.633.2050 | tim.lawry@brevardfl.gov

Individual Project Experience

SIGNATURE FLIGHT SUPPORT ONGOING ARCHITECTURAL SERVICES

This continuing service contract has been ongoing since 2004 and involved more than 100 projects. Johnnie Lohrum began working with Signature in 2013 and served as production support under the Architect Craig Hanson on more than 20 projects. Some examples of the type of scope included in these projects are:

Hangar Design

Site Master Planning

Architectural Standards

Interior Renovations

Planning Studies

Terminal Renovations

3D Visualization

Specification

Construction Administration

Completed: Varied, 2013 - 2016

Original Contract Price: Varied

Final Cost: Varied

Reference:
Craig Hanson, Project Architect
127 W. Fairbanks Avenue, #140 Winter Park, FL 32789
407-739-9004 | chanson@hdg-arc.com

Individual Project Experience

VOLUSIA COUNTY SCHOOLS CONTINUING SERVICES CONTRACT

This continuing service contract was awarded in 2018 after nearly a decade of working with the school district. Johnnie Lohrum served as the Principal-In-Charge and project manager over each project that was completed under this 2018 contract. Some examples of those projects are:

DeLand High School-Media Renovations

Deltona High School-Media Renovations

New Smyrna Beach Middle-Campus Wide Renovations

McInnis Elementary-Media Renovations

Completed: Varied, 2016 - 2022

Original Contract Price: ≤ $2 million per project

Final Cost: ≤ $2 million per project

Reference:
Thomas Farrar, Construction Project Manager
3750 Olson Drive Daytona Beach, FL 32124
386.947.8786 | tefarrar@volusia.k12.fl.us

Individual Project Experience

UNIVERSITY OF CENTRAL FLORIDA CONTINUING SERVICES CONTRACT

This continuing service contract has been ongoing since 2012 and involved more than 40 projects consisting of renovations, ADA reports, interior updates, reports, building additions, MEP upgrades and construction administration. Johnnie Lohrum served as the Principal-In-Charge and project manager over more than 30 of these projects. Some examples of those projects are:

Partnership III Renovations

HPA Building Interior Renovations

Auditorium Black Box Renovations

Harris Engineering Conference Room Renovations

Health Sciences Campus-Wayfinding Signage

TCH Building-Lighting Upgrades

Library Building-Boiler Building / Renovations

Completed: Varied, 2012 - 2022

Original Contract Price: ≤ $2 million per project

Final Cost: ≤ $2 million per project

Reference:
Bill Martin, Facilities Management Director
4000 Central Florida Blvd. Orlando, FL 32816
407.823.3196 | bill.martin@ucf.edu

Individual Project Experience

ROSEMONT COMMUNITY CENTER GYMNASIUM ADDITION

Matern provided mechanical, electrical, plumbing and fire protection engineering design services for the gymnasium addition at the City of Orlando's Rosemont Community Center. The project had a LEED Silver certification requirement goal, however it achieved LEED Gold certification while maintaining budget and schedule requirements. This project was also awarded 2021 Innovative Project of the Year by USGBC Florida.

This new 14,000-square foot gymnasium features one NBA regulation basketball court with telescopic bleacher seating for a minimum of 500 spectators. It was added to the existing Rosemont Community Center and has a 94-foot long, 50-foot wide, hardwood floor designed to accommodate NBA, WNBA, college and high school basketball games. It is able to simultaneously accommodate two 84-foot long by 50-foot wide high school basketball games. Offices, restrooms, locker rooms with showers, and storage areas are also included.

Completed: 2021

Original Contract Price: $4,500,000.00

Final Cost: $4,500,000.00

Reference:
Corey Knight, Public Works Director, City of Orlando
400 South Orange Avenue Orlando, FL 32801
407.246.3181 | corey.knight@cityoforlando.net

Matern Engineering project experience

MATERN
ENGINEERING BUILDING SYSTEMS THAT WORK FOR YOU

DETENTION CENTER FIRE ALARM REPLACEMENT

CMTA conducted a site investigation and designed electrical systems for the fire alarm replacement across the entire existing jail. Our scope of work included a site visit to evaluate the existing fire alarm system; preparing engineered drawings for the fire alarm replace permit; and overseeing the project procurement and construction as it pertains to the drawings, RFI's and submittals.

The project is currently finishing construction and our team will conduct building commissioning of the new systems.

Completed: 2021

Original Contract Price: ≤ $4 million per project

Final Cost: ≤ $4 million per project

Reference:
Oslec Fernandez, Sr. Project Manager
8731 Citizens Drive New Port Richey, FL 34654
727-834-3292 | ofernandez@pascocountyfl.net

CMTA project experience

CMTA
A LEGENCE Company

GRIZZLE BUILDING HVAC & POWER UPGRADES

CMTA was the Prime Consultant and designed mechanical, electrical, and fire protection for the HVAC and power renovations at the Grizzle Building, built in 1991. The upgrades included 8 central station AHUs, 8 condensers and chilled water pumps, and a new 250kW emergency generator.

The 4-story, 153,372 square-foot administration building that houses offices for various Florida State Departments including Children & Families, Corrections, Education, Elder Affairs, Health, Revenue, Business & Professional Regulation, Veteran Affairs, and Financial Services.

Completed: 2021

Original Contract Price: $1.1m

Final Cost: $1.1m

REFERENCE:
Daniel Whitfield, Engineer
4050 Esplanade Way, Suite 335 Tallahassee, FL 32399
850-488-0148 | daniel.whitfield@dms.myflorida.com

CMTA project experience

CMTA
A LEGENCE Company

SCHEDULE / MANAGEMENT

Our team takes your schedule very seriously and has an excellent track record for maintaining even fast-tracked schedules with changes typically only coming at the request of our clients. Our project manager, Johnnie Lohrum Jr., will be your primary point-of-contact from your project's inception through construction. Mr. Lohrum has two decades of experience working with municipal clients and has been the Principal-In-Charge on projects throughout the state of Florida as well as local Fire projects such as the Clay County Fire Stations 1 & 22, DeLand Fire Station 81, Volusia Fire Station 17, Daytona Beach Fire Headquarters and Seminole County fire stations 39 & 25. He has also worked in the surrounding communities on multiple public safety projects over the past several years and will bring this knowledge of your local standards and expectations to your new project. At the onset of the project Mr. Lohrum will issue two types of schedules. The first schedule is developed in concert with all parties that will be involved in the project and is a simple gantt chart denoting all major milestone elements from design thru construction. Our team prefers to have owner/design workshops every two weeks for the duration of the project. This give us enough time to bring updates to the table that are productive and we have found that this is enough time for you to digest and make decisions. The second schedule is a detailed schedule that lists every single meeting we will have for the entirety of the project, including every task we want to accomplish during each of those meetings. Mr. Lohrum will issue a project agenda 1 week in advance of each of those meetings which allows the City to alert the appropriate people that need to attend. Meeting minutes are issued within 3 days of that meeting to document everything including a spreadsheet with a task lists of all items that need to be completed. This schedule is a "living" document that is constantly updated based status and scope of the project.

To help avoid a lag in reviews of each milestone submittal, we recommend a "page turn" of every single document being submitted, as a group, which allows one concerted and efficient effort for owner quality control of the project. We have found that this process has helped us and our clients maintain projects of all size and types of projects.

Our team is always committed to providing projects on time and under budget and have the capabilities to perform at an expedited schedule. A project of this size and nature typically carries a design schedule between 8 & 10 months. One advantage that our team offers is that we have already developed the conceptual package and have an unparalleled understanding of your site allowing us to offer an expedited design schedule of 6-7 months.

COST CONTROL

Cost control and keeping your project under budget is an important aspect of providing quality control for your project. Controlling your costs will be about understanding the complete scope and all design components being implemented. During design, getting consensus on all materials and building systems as early as possible will help keep the project on budget. Our team tracks detailed costing numbers for past projects and current projects which will give the City an insight into past and current market trends. Our systems engineers, CMTA will look at the life cycle costs for systems can help make sure the City has all options available when making important project decisions. We will work in concert with the Construction Manager to perform an estimate at every milestone. This is an open book process to be discuss and reviewed with the City & your selected Construction Manager to help maintain the budget.

QUALITY CONTROL

We look at quality control through a lens of "assurance" to the City that the documents and product we deliver will be reliable and exceed your expectations. To do this we have developed a very detailed check list document for every project design phase. This checklist helps us to:

- keep the project in budget,
- cost effective detailing,
- clear and precise specifications,
- consistent internal design team coordination meetings,
- early courtesy code reviews with AHJ,
- appropriate testing requirements within documents,
- utilize our long-standing knowledge of City standards, and
- establish clear and early permitting schedule.

Our process is centered around a 4 step proces:

1. Written Quality Assurance Plan
    - Roles
    - Communications
    - Work Breakdown
    - Deliverables
    - Detailed Project Schedule
    - Labor-hour budgets

2. Real Time Approach
   - Quality Staff
   - Accountability
   - Continual Testing

3. Q/A Checklist Per Milestone
   - Senior Level Reviews
   - Page Turns w/ Clients
   - Coordination w/ Contractor

4. BIM Delivery Methods
   - Improved Visualization
   - Multi-Discipline Coordination
   - 3rd Party Validation
   - Discrepancy & Collision Reports

The bottom line is, nothing will be issued to the City until it has been verified and checked multiple times on our end first.

FIRE STATION DESIGN

The measures of successful Fire Station design should be clearly understood by every member of the design and planning team in order to successfully build a fire station. Your projects have their own metrics that are in response to the particular characteristics of your location and the particular method of service delivery used by City management and staff. Nevertheless, there are certain typical methods that success might be assessed. The design team's core comprehension of the day-to-day responsibilities of the firefighter and EMS crew will frequently determine how well the new facilities will operate. The method employed to involve the personnel who will use the new facility and the extent of their involvement in the process are frequently closely correlated with the caliber of the final design.

HEALTH & SAFETY

Our team has a passion for Fire Services and encompasses a majority of the design work that we focus on. We recognize the importance of providing an environment that can not only improve how the first responders protect our community but how they can be protected as well. A fire station is like no other facility found in the public arena. Firefighters and staff go to work here every day, they train here and it is their house. Your new facility needs to incorporate the essence of this pride, training, branding, community and place that crew members call home. We are committed to providing excellence in design to the City of Ocoee.

As more and more studies are conducted on the health and safety of our community first responders, it has become clearer that price they pay to protect our communities is more than originally known. Firefighters are consistently exposed to carcinogens significantly increasing their risk of cancer. At jl2 Architecture our number one focus is designing advanced stations that not only improve emergency response times but incorporate strategies for improving the health & safety of the first responders and putting them at the forefront of the design. Some of the major risks needing consideration during design are appropriate sleeping patterns, heart safety, mental health, PTSD and carcinogen control. Over the past five years one of the major strategies for controlling carcinogens was to try to try and completely avoid carcinogens by dividing the station into Hot, Transition and Cold (living) zones. We believe this has been a very successful strategy but also believe that's it's impossible to completely remove the exposure and will work to determine ways to reduce the "exposure time" to carcinogens. Some successful ways of using design and appropriate policies to improve the health of our first responders are:

- gear storage should be separate from other living areas and have its own HVAC system
- separate gear wash
- decontamination showers
- exterior apparatus wash rack (eliminate contaminant prior to entering the facility)
- using colors strategically to maximize a spaces effectiveness
- multiple variations of controlling/removing exhaust in the apparatus bay
- zoned/ramp up lighting and alerting
- 396 or other schedules assisting with appropriate sleeping habits
- heart smart tones in appropriate locations
- increased filtration such as MERV or bi-polar ionization
- bring outdoor elements indoors
- eliminate contaminant trapping floor materials such as carpet
- maintenance friendly, durable, long-lasting finishes
- pressurized air locks between hot and cold zones

We also understand that your new fire station will be located in a critical area of the City. The safety of staff, crew and the public are of utmost concern. Our team will work with the Fire Department to develop an operationally efficient site allowing for the appropriate separation of public & staff without affecting public access to community spaces or proper flow of your fire apparatus.

IMPORTANCE OF TRAINING

Today's firefighters and EMS personnel are well-trained professionals. The consistent emphasis on preparation for emergency response and building skill sets to be prepared for a diverse variety of safety, rescue, hazmat and other skills is vitally important to coming home safe. Our team always recommends a design that integrates "built-in" training features can best be achieved through experience with fire station design and by engaging highly with folks who will use the facility to understand and provide for their diverse training needs.

Our team will work to understand your specific emergency response apparatus, along with on-going maintenance needs. We will seek to creatively address each technical design challenge that will make the new Fire Rescue Station building easy to use and durable for the long term. We take pride in using our creativity to respond to the correct Measures of Success for your project and will do these things in the context of understanding that prudent use of budget dollars is always a central concern.

FACILITY SECURITY

An act of terrorism directed toward a Public Safety Facility can be multi-faceted, including chemical, biological or dynamic, such as the use of explosions or the use of traditionally benign "carriers" in unique applications (airplanes, vehicles, etc.). One major criterion for the creation of a facility security system is to think in terms of an integrated system that creates an envelope or perimeter that is supported by layers of systems. Singular systems can be overcome much easier than those systems which are multi-faceted and interconnected. It is critical to maintain a zone of "controlled approach" relative to vehicles or transported elements that can pose a threat. Video monitoring of the site at its perimeter, security fencing, and intrusion alarm systems are just a few ways in which to provide levels of security.

Typically, most essential buildings should have limited points of access, generally a singular public entry and a separate point of staff access into the facility. Entry to your facilities must be controlled with a variety of systems including: CCTV monitoring, electronic locking devices at doors, and voice communication (push-to-call) capability. These systems are generally "discrete" in that they are non-obtrusive while providing the necessary security functions. Similarly, all items brought into the building by a visitor can be screened and state-of-the-art technology to accomplish these tasks is readily available. Deliveries of products, supplies, and mail pose unique threats to a facility. Some entities have elected to locate separate facilities to accommodate these functions in order to protect against total building failure from contaminates such as Anthrax or introduced air borne pathogens. CPTED (Crime Prevention Through Environmental Design) principles will be utilized throughout the design of your new fire station. There is a clear need to provide separation between public accessible spaces and those functions which are more secure.

LEED® / SUSTAINABILITY

Sustainability is an important issue that our team takes seriously. Our team has been involved in hundreds of sustainable projects certified under programs such as LEED, Green Globes and WELL. We believe that the most important aspect of sustainability is reducing your energy usage, in turn reducing your costs. We will work to provide a sustainable project that is certified (if required), energy efficient, cost effective, utilizes appropriate materials but most importantly utilizes "common sense" sustainable strategies.

CRITICAL CONSIDERATIONS/ESSENTIAL FACILITIES

With extensive experience with similar facilities, our team understands the importance and critical use nature of Fire Stations, due to their fundamental mission to support the community during events or deteriorated service conditions. We also try to recommend incorporating some form of DOC or EOC function within your station giving you the additional ability of maintaining operations and functionality during major activations. The Team's approach is based on a comprehensive evaluation of anticipated needs including: enhanced structural capacity, emergency or redundant power supply, redundant communication and data distribution, back up HVAC, as well as potable water and sanitary conveyance to support the facility occupants for extended periods. Our team has also been successful in securing grants (FE-MA/AARA) including state and federal sources to subsidize enhanced protection or Communication Center functions. In addition, our team's experience includes protection of facilities' from potential terrorist activities including application of FEMA 426 – Reference Manual to Mitigate Potential Terrorist Attacks. This standard addresses critical design features including:

1. Vulnerability Checklist Assessment
2. Security systems
3. Standoff distances for blast protection including adherence to UFC-4-010-02 DoD Minimum Anti-Terrorism Standoff Distances
4. CPTED – Crime Prev. Through Environmental Design
5. HVAC design considerations, including integration of Centers for Disease Control (CDC) and Prevention, NIOSH

Orlando Tennis Center-Matern Professional Engineering

Rosemont Community Center-Matern Professional Engineering

a. Elevation of fresh air intakes

b. Isolate HVAC zones

c. HVAC system quick shutoff features

d. Ducted air returns

6. Electrical design considerations including:

a. Separate and isolated emergency and normal electrical panels and conduits

b. Secure emergency generators and fuel storage

c. Accommodations for back-up generator connection and manual transfer switch

d. Coordination of site lighting for CCTV

e. Illumination of building access points

7. Fire Protection features include:

a. Protection from single point of failure

b. Separate dual pump arrangement (electric and diesel)

8. Communication systems to include:

a. Redundant communication systems

b. Separate conduit for communication and alarm systems

c. Mass notification system

d. Telecommunications equipment – Space must be allocated for communications and information processing equipment.

ADDRESSING PUBLIC CONCERNS

We will strategize early on with the City on ways to incorporate the Public into the process of designing your new station. Our team understands that early engagement with the community may help eliminate any concerns at the end of the project, of not being hear or not having knowledge of the project. Sometimes a simple informative mailer is all that is needed and sometimes Community meetings are necessary. Our team will work with you to develop mailers, pamphlets, renderings and other media required to help inform or engage the community in the process of accepting their new community asset that is protection provided by Fire Services.

Proposed Ocoee Fire Station

Proposed Ocoee Fire Station

CONCEPT SITE PLAN

Project Approach and Understanding of the Project

C

C. Project Approach and Understanding of the Project

Fire Station Project Approach

jl2 Architecture was founded as a return to taking care of clients with a personal, dedicated approach that we are committed to with each and every project. To ensure that your vision is realized, our design team begins each project with a Synergetic Design Process that incorporates input from all project stakeholders. “We do our homework before showing up on site,” prior to the start of the project. This includes reviewing existing documentation and requesting additional information that may be critical to the project. Questionnaires are created and distributed in a logical order (each questionnaire will target the level of information desired). An overview of long-term issues, goals from upper-level staff, and other agency requirements

Tours of similar facilities have proven to be beneficial. Much can be learned regarding the needs and desires of a staff while touring recently completed facilities and dialogging with peers. While we realize there are a number of issues in common for all Fire Stations across Florida, it also recognizes that each agency and its facility needs are unique and that the most appropriate solution for one agency is often very different for the next. Each agency has very specific requirements and constraints that relate directly to its operational structure and objectives.

PROJECT KICK OFF

An initial project meeting will be held and we believe its important for all stakeholders including the Fire Department, elected officials, IT, Facilities, Maintenance and Engineering. It will also be important for a core group of users to be established as the decision makers. This ensures that our team works as a partner and establishes a process allowing decisions to be made during critical meetings keeping the project on schedule. This initial meeting covers topics such as project management, lines of communication (and other resources access), project milestones schedule, key staff availability for interviews/meetings, review of the work plan, and identification of key issues and goals of the project team representatives. Deliverables are defined in the overall project schedule, previously discussed, and formalized with client input.

FIRE STATION (PROGRAMMING / NEEDS ASSESSMENT)

Following the kickoff meeting seminars are held to provide a context for the requirements of the new facility and subsequent staff interviews gaining in-depth knowledge of the project. The jl2 Architecture team will use a series of presentations and charrettes to communicate that the user groups support and direction are incorporated into the project. The previously developed questionnaires will be used to assist in gathering important project planning details about the function of every aspect of the facility. Some of the most important information taken from these questionnaires will be staffing size, crew size, alerting & zoning preferences, crew schedules, growth estimates, training needs and details on all current or future fleet. Our initial space needs analysis will provide square footage protections at multiple milestones such as 5, 10, and 20 years allowing the City to determine the appropriate sized facilities while determining an appropriate budget. This information will be assimilated into a draft space program document to be presented to staff. Our synergetic design process focuses on the understanding of your day-to-day operations as this will inform and help to set up the basis for a design that enhances your operational efficiency and work-flow.

PROGRAM VALIDATION

Our team will review and validate the program to confirm there are no desired client revisions through a series of interviews. Following the first round of interviews, we will present its preliminary findings. This provides the team with the opportunity to share with the team the new ideas and concepts that have been generated thus far and will ultimately reveal the direction of the project. The validation process also aids in the understanding of vital project information, leading to confident decision-making. Additionally, the validation interviews allow the consultant team to make certain it has accurately heard the client and for both consultant and client to test the information developed. Once this process has been completed, the basis for initial and future space needs, demands on infrastructure, along with the operational requirements, and spatial adjacencies allow for reasonable project costing. We will work closely with your selected Construction Manager at this point, to coordinate project sizing, materials, schedule and budget.

MULTI-USE SPACES

As we develop an appropriate program and needs for your new station there may be needed spaces that won’t be in use 100% of the time on a day-to-day basis. Some of those spaces may be training rooms, media room, community room, classrooms, department operation centers (DOC), sleeping quarters and conference spaces. For example, many departments have the need for a community room but their budgets can not afford the cost of the additional square footage for a space that will sit empty 90% of the time. At the new DeLand Fire Station 81 we designed a community room that they also use as training space, classroom space and a DOC during event. We will work closely with the City to understand how this kind of multi-use space strategy can work for your new station.

SCHEMATIC DESIGN

Our Civil engineer, CPH, has already worked with Mr. Lohrum and the City to evaluate your existing site and know exactly what the next steps are for early permitting applications to help expedite the site development process. Using this site information will assist in developing a master plan with secure and unsecured zones for public and private use. During this phase we now have enough technical information to begin visualizing your goals through 3-D imagery, sketches and models. This is a hands on collaborative process done through workshops and charrettes. At this point in the process we will work with to develop a master plan with secure and unsecured zones for public and private use. Facility entry, along with CPTED design solutions around the building, will bring the necessary site security together with the Space Needs Assessment square footages to develop the actual building area.

The site layout of a fire station is all about how to provide all apparatus vehicles quick efficient access to the community. There are also several factors that need to be considered in developing an operationally efficient fire station such as:

1. Utilities-surveying, water flow, environmental, traffic flow/separation and stormwater
2. Apparatus-ingress/egress, turning radius, asphalt vs. concrete paving
3. Security-staff vs. public, controlled access points & force protection
4. Community-surrounding context, how to be a good neighbor, station branding
5. Functionality-drive thru bays, air/water locations, will a temp station be needed, potential fueling station, training
6. Future needs-establishing appropriate areas for future growth

At the end of this phase we will have developed a master plan, floor plans and building imagery for approval by all necessary parties. We will work to develop the first of several cost estimates in coordination with the City's selected Construction Manager to help establish a cost base line maintaining the project budget.

DESIGN DEVELOPMENT

When the design concept is finalized we will begin to develop a more detailed set of drawings and specifications. All building systems such as electrical, mechanical, fire and structural will be integrated into the drawings at this point. At this point we will also take the opportunity to meet with the AHJ to collaborate on a courtesy review of the documents. This initial review will allow the AHJ to issue any major concerns early in the project so it can be addressed without affecting the budget or schedule later on. A fire station operates 24-7 and will require materials that accommodate this. All materials selected must be cost effective, maintenance friendly and must last a long time. Our interior designer, will work with the entire design team and City staff to create an accurate environment for your new campus.

CONSTRUCTION DOCUMENTS / BIDDING

Once we reach this phase, the project design should be finalized and the design team is focused on the development of construction details and coordination with the specifications. Many times a 90% construction document set is submitted to allow the City a final opportunity to make any necessary changes. An estimate from our consultant or the selected construction manager will be utilized at this point to verify the project is still on budget while maintaining your vision and goals. The project will not move into bidding without approval from the owner and other required agencies. Our entire team will participate in the bidding process, acting as an owner's representative by reviewing advertising, pre-bid RFIs, addenda and attending any required pre-bid conferences.

CONSTRUCTION ADMINISTRATION

Johnnie will remain involved with every aspect of the project throughout construction but our Construction Liaison, Jeremy Cox, will manage production of the project through construction. While we have the capability for off-site electronic meetings, we feel meetings in person are more effective. We will attend construction meetings as necessary to appropriately complete the project. Our tasks during construction administration typically involve: shop drawing reviews, submittal reviews, RFI reviews, construction quality evaluation, site safety evaluation, payment application reviews, change order reviews and all required close out documents.

All communication on the project will be directed through the City's Project Manager. We find that this single line of communication helps to keep the project organized and leave little room for mis-communication.

ADDITIONAL CAPABILITIES

Our entire team utilizes BIM software in the development of our design , construction documents and specifications. We will establish a BIM execution plan with the City, at the start of the project to ensure the construction manager and entire team are all on the same page on the level of detailed construction documents that will be prepared. The type of drawings prepared

utilizing BIM are superior in that they are more coordinated, thorough, efficient, contain more information and generally help to save schedule time since drawings can be completed and coordinated faster. This model can be issued to the contractor at every project milestone helping to increase project productivity and accuracy. During construction the model can be used for "clash detection" eliminating in the field unforeseen errors which decreases change orders and save tax payer dollars. Other technology that helps us produce efficient, accurate & detailed documents is: I-phones, I-pads, portable laptops, Revit (BIM), AutoCad, Sketchup, 3-D Virtual software, Adobe Photoshop, In-Design, Excel & Microsoft Office. While we prefer in-person project meetings, on occasion it may be necessary to utilize other Web based communication platforms such as Microsoft Teams. For project reviews and coordination, we will issue a team wide invite to a Bluebeam review session allowing efficient, accurate & real time reviews of the construction documents. Our knowledge and technical abilities will allow the project to be developed at an increased pace while still maintaining accuracy, quality and the City's vision.

Continuing Contract Project Approach

PROPOSED TEAM

Johnnie will keep in contact with each City Project Manager assigned to every project. We have included multiple sub-consultants as a part of this RFQ response to make sure all aspects of any type of project can be addressed appropriately. Once we are assigned a project, he will assess the scope of work and assign an appropriate team based on the projects specific needs.

Supporting the team structurally will be Bora Erbilen with BBM Structural Engineering. Bora has a significant amount of experience with continuing service type projects and knows the City of Ocoee well. BBM also has a significant amount of experience working on many vertical construction projects for the City of Ocoee.

We have also included multiple MEP engineers as an added benefit and support to your projects. Matern Professional Engineering will serve as our mechanical, electrical, plumbing, fire, security and communications engineers for this contract in cooperation with CMTA. Typically, small continuing services projects such as this one will require HVAC, electrical or small plumbing scope that need to be addressed. When this happens Johnnie will assign the appropriate engineer to handle a majority of the project but he will still manage, organize and be the City's main point of contact.

Next, Johnnie will assign the appropriate team to the task, who will meet with the City's Project Manager to review project goals, timelines, budget and any unique issues that are known regarding the specific task. After this information is gathered, we will propose a user meeting that includes the the City's Project Manager & end users to better understand everyone's vision, concerns and goals for the project. This will be documented with drawings, photographs, and meeting minutes to ensure proper communication with the users and the PM. Project meeting dates will be established with goals outlined for each meeting, as well as, the identification of which meetings will be essential for the users to attend.

jl2 Architecture is located in Longwood , FL and offers a personal service that only a small detail oriented firm can. You call and we pick up the phone. We are committed to this contract and to making sure the City of Ocoee is our priority.

SMALL PROJECTS APPROACH

Johnnie has been successfully executing small continuing service projects for the past 20 years because he has developed a seven step approach:

1. Delineation
As a project begins, it's important to make sure all information is known to assist in coordination with the City and the rest of the team. The most important elements to understand first are the detailed scope, budget and schedule as each of these items has an effect on the project timing and costs.

2. Site Investigation
It's important to understand the existing site conditions up front. Our team will quickly evaluate the site to understand scoping needs. This information is critical in preparing an appropriate proposal for the City.

3. Expeditious
Typically, minor projects are ones that need to be completely right away as quick as possible. Therefore when the City reaches out with a potential project, it's important for Johnnie to develop a proposal and fee quickly.

4. Consultation with the Building Users
In many cases, while the City is our team's main conduit, they are just Facilitating the project for another user. It's important to understand the end users needs as well to make sure all parties goals and expectations are met.

5. Swift but Quality Drawings
It's important to develop a set of construction documents with quality and timeliness. We recognize that a majority of these projects will have fast and short deadlines. Our projects are

completed using BIM software which assists in document coordination, organization, completeness and accuracy.

6. Construction Partner
For us, the project doesn't end when the construction documents are signed and sealed. It's imperative that Johnnie and the assigned team stay involved through the end of construction.

7. Follow Up
jl2 Architecture prides ourself in maintaining longstanding relationships with our clients. Feedback on even minor projects is important. Our team will remain committed even after the project is completed to assist with anything the City needs.

DESIGN & SCHEDULE

After an initial kick-off meeting with the City and our team, we will help establish the City's project goals and scope. A project schedule will be developed listing all required design milestone meetings, critical path activities and permitting dates. Johnnie will distribute this schedule to all team member and make sure it is maintained. For continuing service projects, communication and flexibility is important as things can change on a daily basis. If a contractor is introduced to the team early, the design team will work with them to coordinate documents, budget and schedule. Phasing may become important as well as many projects may be renovations to existing spaces that need to maintain operations. Acoustics, construction debris, time of day, security and operational integrity will need to be considered.

During the design phase we use 3D visualization software such as Sketch Up to develop imagery that will help end users understand all ideas and concepts. This will assure the City that their vision and goals are being maintained or exceeded. All projects are completed using BIM software.

Typically, most projects will require owner review periods at milestone points such as conceptual, schematics, design development and construction documents. However, with continuing service projects it may be necessary to expedite things to meet a short schedule time frame. To do this we sometimes develop conceptual documents for quick review and then move straight into construction documents, with the City's approval.

COST CONTROL

Controlling costs for a minor project is about understanding the complete scope and all design components being implemented. During design, getting consensus on all materials and building systems as early as possible will help keep a project on budget. The assigned MEP Engineer will analyze all building systems for more than just the initial costs. Looking at the life cycle costs for systems can help make sure the City has all options available when making important project decisions. jl2 Architecture has relationships with central Florida contractors and estimators. For hard bid projects, we can utilize these relationships early and often throughout the design process to keep the project on budget. We have also included KMI International as our cost estimators. The benefit of having a construction management firm as our cost estimator is they have a keen knowledge of the current construction market and will be integral in helping to maintain your established project budgets.

CONSTRUCTION ADMINISTRATION

Johnnie will remain involved with every aspect of the project throughout construction and Jeremy Cox will utilize his construction expertise to assist during this phase. While we have the capability for off-site electronic meetings, we feel meetings in person are more effective. We will attend construction meetings as necessary to appropriately complete the project. Our tasks during construction administration typically involve: shop drawing reviews, submittal reviews, RFI reviews, construction quality evaluation, site safety evaluation, payment application reviews, change order reviews and all required close out documents.

jl2 Architecture is excited about the opportunity to use our in depth continuing services expertise under the City of Ocoee's new contract.

WORKLOAD

Please see below a current and projected workload of the firm.

Client	Project	Contract Amount ($)	Design Percentage Complete	
City of Groveland	Fire Station No. 3	800,000.00	100%	
City of Ocoee	Police Training Facility	450,000.00	90%	
City of Pinellas	Fire Station No. 28	600,000.00	60%	
Volusia County	Fire Station No. 15	1,100,000.00	30%	
City of DeLand	Fire Station 83 Renovations	87,000.00	100%	
Daytona Beach	Fire Headquarters	1,7000,000.00	100%	(Construction 20% Complete)
St. Lucie County	Medical Examiners	1,900,000.00	100%	
Volusia County	EOC Addition	300,000,00	100%	

Ability to Meet Time and Budget Requirements

D

D. Ability to Meet Time and Budget Requirements

COMMITMENT TO ON-TIME, ON-BUDGET DELIVERY

Delivering the City of Ocoee's new Fire Station on schedule and within budget is not just a goal—it's an expectation that jl2 Architecture and our team are fully prepared to meet. We understand that fire stations are critical infrastructure, and delays or cost overruns can have significant operational and financial impacts. That's why our team brings a proven track record of delivering municipal projects efficiently, balancing speed with quality, and maintaining strict cost controls throughout the design and construction process.

Our approach is built on proactive project management, clear communication, and strategic decision-making at every stage. By leveraging our extensive experience with continuing service contracts, public safety facilities, and fire station design, we have refined our ability to anticipate challenges, identify cost-saving opportunities, and streamline workflows to ensure timely completion.

Through careful planning, early cost estimating, and collaboration with the City and stakeholders, we will develop a project schedule and budget framework that is realistic, achievable, and structured to mitigate risks. Our team has successfully executed projects under similar constraints, and we are fully committed to delivering a high-quality fire station that meets the City's needs—on time and within budget.

REFERENCES

Please see Section II, References/Experience of Respondent in response to the the following as requested, a list of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.

Certified Small or Minority Business E

E. Certified Small or Minority Business

SMALL BUSINESS COMMITMENT & APPROACH

While jl2 Architecture is not officially certified as a small business, we proudly operate as a small, locally owned firm with the values, agility, and client-focused dedication that define small business enterprises. As a lean and highly efficient team, we offer the City of Ocoee a personalized approach, direct principal involvement, and the flexibility to quickly respond to project needs—key advantages often associated with small businesses.

Our firm understands the importance of supporting and engaging with certified small and minority businesses, women-owned enterprises, and firms in labor surplus areas. We actively foster relationships with diverse subconsultants and local partners to ensure that our projects contribute to the economic growth of the communities we serve. Through our continuing services work, we remain committed to collaborating with firms that align with these objectives, further reinforcing the City's commitment to inclusivity and economic opportunity.

jl2 Architecture operates with the responsiveness, attention to detail, and commitment to excellence that municipalities seek in a trusted small business partner. We are honored to bring this dedication to the City of Ocoee and look forward to contributing to its continued growth and success.

Required Forms II

K. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. **Please state if none.** (Attach additional sheets, if necessary)

jl2 Architecture has not been a part of any litigation, claims, bid or contract disputes in the past five years.

Acknowledgment of Addenda

L. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1 Dated February 20, 2025
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

M. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes _____ No __X___

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____
_____
_____
_____
_____
_____
(Attach additional sheets if necessary)

N. SUBCONSULTANTS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY. SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

A detailed list of proposed site sub consultants has been included on page 4 of the proposal.

(Attach additional sheets if necessary)

References/Experience of Respondent

the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: City of Groveland Fire Station No. 3
Project Details: New one story, four bay fire station. (see example projects)

Start date: May 2024 Completion date: May 20246
Contract amount: Construction Dollars=$10 Million A/E Fees=$800,000.00
Awarding Agency: City of Groveland
Agency's Point of Contact: Name and Title: Chief Kevin Carroll, Fire Chief
Phone number: 352.272.8229
Email address: kevin.carroll@groveland-fl.gov

Name of Project: Volusia County Continuing Services Contract
Project Details: Multiple Continuing service projects including Fire Station renovations and additions
Start date: June 2023 Completion date: 3-Year ongoing contract
Contract amount: Up to $7.5 million
Awarding Agency: Volusia County
Agency's Point of Contact: Name and Title: Laura Laser, County Architect
Phone number: 386.785.6132
Email address: llaser@volusia.org

Name of Project: City of DeLand Continuing Services Contract
Project Details: Multiple Continuing service projects including Fire Station renovations and additions
Start date: December 2023 Completion date: 5-Year ongoing contract
Contract amount: Up to $7.5 million
Awarding Agency: City of DeLand
Agency's Point of Contact: Name and Title: Ray Bahrami, City Engineer
Phone number: 386.626.7189
Email address: bahramir@deland.org

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:
Wells Fargo
Dun & Bradstreet No : 12-201-2716

(Attach additional sheets if necessary)

Conflict of Interest Disclosure Form

EXHIBIT "A"
RFQ #25-004 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

jl2 Architecture, LLC
Firm Name

Signature

Johnnie Lohrum Jr., President
Name and Title (Print or Type)

February 25, 2025
Date

Non-Collusion Affidavit

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

JOHNNIE LOHRUM JR, being first duly swore deposes and says:

1. He (it) is the OWNER (Owner, Partner, Office, Representative or Agent) of JL2 ARCHITECTURE, LLC, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: PRESIDENT

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25 day of February, 2025, by Johnny Lohrum in the state of Florida County of _____.

_____
Notary Public
My Commission Expires: 3/12/28

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502916
Expires 3/12/2028

RFQ #25-004 – Continuing Professional Architectural Services, Including Federal Grant Funded Projects 25

Company Information/Signature Sheet

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-004

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE. RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

JL2 ARCHITECTURE, LLC
COMPANY NAME

407.340.2879
TELEPHONE (INCLUDE AREA CODE)

N/A
FAX (INCLUDE AREA CODE)

JLOHRUM@JL2ARCHITECTURE.COM
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

JOHNNIE LOHRUM JR PRESIDENT
NAME/TITLE (PLEASE PRINT)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

1678 KINGSTON RD
STREET ADDRESS

LONGWOOD FL 32750
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify) LLC

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 25 day of February, 2025.

Personally Known_____ or
Produced Identification ✓

Drivers License
(Type of Identification)

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502916
Expires 3/12/2028

Notary Public - State of Florida
County of Seminole

Signature of Notary Public

Lev Lubega
Printed, typed or stamped
Commissioned name of Notary Public

Drug-Free Workplace Certification

EXHIBIT "D"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: jl2Architecture, LLC

Signed: John Lehrum Jr.

By: Johnnie Lehrum Jr. (Print or Type Name)

Title: President

Date: 2.25.2025

Public Entity Crimes pg. 1 of 3

EXHIBIT "E"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by_____by

JOHNNIE LOHRUM, PRESIDENT.
(Print individual's Name & Title)

whose business address is 1678 KINGSTON RD

LONGWOOD, FL 32750

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Public Entity Crimes pg. 2 of 3

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

X Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____ _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: 2/25/2025

JL2 ARCHITECTURE, LLC
Name of Bidder (Contractor)

Public Entity Crimes pg. 3 of 3

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 25 day of February, 2025, by Johnny Lohran in the state of Florida County of Seminole.

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502916
Expires 3/12/2028

Notary Public _____

My Commission Expires: 3/12/28

END OF SECTION

Certification of Non-Segregated Facilities

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date February 25 , 2025 .

By: _____

Johnnie Lohrum Jr., President
(Title)

Official Address (including Zip Code):

1678 Kingston Road
Longwood, FL 32750

Certification Regarding Scrutinized Companies' List

EXHIBIT "G"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and
215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: jl2Architecture, LLC

By: _____
(Authorized Signature)

Printed Name and Title: Johnnie Lohrum Jr., President

Date: 2.25.2025

Human Trafficking Affidavit

EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Johnnie Lohrun JR
Print Title: PRESIDENT
Company Name: JL2 ARCHITECTURE, LLC

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 25 day of February, 2025, by Johnnie Lohrun as President of JL2 Architecture LLC who is ☐ personally known to me or ☑ produced drivers license as identification.

(Seal)

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502918
Expires 3/12/2028

Public Notary Signature
Print Notary Name: Lev Lubega
My Commission Expires: 3/12/28

Company Not an Entity of Foreign County of Concern

EXHIBIT "I"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of JL2 ARCHITECTS, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____
Printed Name: Johnnie Lohrun JR
Title: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 25 day of February 2025 by Johnnie Lohrun, who ☐ is personally known to me / ☑ presented Drivers License as identification and who ☐ did / ☐ did not take an oath.

Notary Public, Commission Seal: _____
Print Name: Lev Lubega

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502916
Expires 3/12/2028

RFQ #25-004 – Continuing Professional Architectural Services, Including Federal Grant Funded Projects 34

Contractor E-Verify Affidavit

EXHIBIT "J"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that JL2 Architects, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of JL2 Architects, LLC [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Johnnie Lohrun JR.

Date: 2/25/2025

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 2/25/25 (date) by Johnnie Lohrun (name of officer or agent, title of officer or agent) of JL2 Architecture, LLC (name of contractor company acknowledging), a LLC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced driver's license (type of identification) as identification.

[Notary Seal]

LEV LUBEGA
Notary Public
State of Florida
Comm# HH502916
Expires 3/12/2028

Notary Public

Lev Lubega
Name typed, printed or stamped

My Commission Expires: 3/12/28

Byrd Anti-Lobbying Amendment Certification

EXHIBIT "K"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] jl2Architecture, LLC certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] jl2Architecture, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Johnnie Lohrum Jr., President
Name and Title of Contractor's Authorized

2.25.2025
Official Date

Proof of Insurance

JL2ARCH-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2024

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Jl2architecture 1678 Kingston Rd Longwood, FL 32750	INSURER A : Phoenix Insurance Co. (Travelers) — 25623 INSURER B : Travelers Property & Casualty of America — 25674 INSURER C : Beazley Insurance Company, Inc — 37540 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6602W553362	12/21/2023	12/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	6602W553362	12/21/2023	12/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP3Y693414	5/6/2024	12/21/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
C	Professional Liab			C341C2230201	12/21/2023	12/21/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FIRE STATION #2 DESIGN, ENGINEERING AND SITE PREPARATION PROJECT; RFQ Number 25002
Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. A Waiver of Subrogation for all policies applies when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER	CANCELLATION
City of St. Augustine P. O. Box 210 Saint Augustine, FL 32085-0210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2092059

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and jl2 Architecture (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    a. Notice of E-Verify Participation

    b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2092059

Approved by:

Employer jl2 Architecture	
Name (Please Type or Print) Johnnie D Lohrum	**Title**
Signature Electronically Signed	**Date** 02/27/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/27/2023

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2092059

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	jl2 Architecture
Company Facility Address	1678 Kingston Road Longwood, FL 32750
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	921168022
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 2092059

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

FL	1

Company ID Number: 2092059

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Johnnie D Lohrum
Phone Number	4073402879
Fax	
Email	ilohrum@il2architecture.com

This list represents the first 20 Program Administrators listed for this company.

KMF

ARCHITECTS

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS (RFQ) #25-004

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

February 26, 2025

Submitted by:
KMF Architects
839 N. Magnolia Ave
Orlando, FL 32803

RFQ Contact: Nicole Kleinsteuber, Marketing Coordinator
Nicole@kmfarchitects.com
407-298-1988

KMF
ARCHITECTS

February 26, 2025

City of Ocoee
Attn: Ms. Olena Stokych, Purchasing Analyst
Procurement and Contracts Division
1 North Bluford Ave.
Ocoee, FL 34761

RE: RFQ #25-004 - Continuing Professional Architectural Services, Including Federal Grant Funded Projects

Dear Ms. Stokych and Selection Committee,

KMF Architects is pleased to offer our qualifications for Continuing Professional Architectural Services to the City of Ocoee. Celebrating 25 years serving Central Florida, KMF understands the intricacies of working under a continuing service contract as **we currently hold twelve (12) Continuing Services contracts throughout Central Florida** and have completed over 350 projects under these contracts alone. Our current continuing services clients include the counties of Orange and Osceola, the cities of Orlando, Winter Park, Casselberry, Kissimmee, St. Cloud, Groveland and Eustis, and higher-education institutions including the University of Central Florida and Daytona State College. The nature of continuing service projects is one of solving, at times, thorny issues, both architecturally and politically. Our years of experience providing architectural services for entities similar to the City of Ocoee have helped us gain a specific understanding of the complexities involved with these types of projects. Further, KMF recognizes that continuing services projects are not always award-winning signature projects, and not necessarily intended to be glamorous. Our team has not only grown to understand the nuances of working on projects of this size and scope, but thrives in designing at every level from small details and finishes to the big picture that captures the heart of the structure. **Ultimately, KMF values every project regardless of size or grandeur, and will provide the resources and detailed attention that is critical to serving the City of Ocoee.**

Another reason KMF Architects is a good fit for the City of Ocoee is we have recently designed and constructed many public safety facilities that are similar in scope to this RFQ's Task Order 1 for a new fire station. In fact, working with public safety agencies has become second-nature to our team. We are currently designing Orange County's Fire Station 31, Orange County's two-story urban station prototype, the City of Minneola Fire and Police Sub Station, and Winter Park's Fire Station SW. We also have unique experience with fire training facilities, having done Orange County's new award-winning Fire Training Facility (construction expected to be complete by summer 2025), the City of Winter Park's new Fire Training Facility (nearing 100% Design), and Hernando County's Public Safety Training Facility (in Master Planning stages). KMF has worked with the following departments: Orange County Fire Rescue, Hernando County Fire Rescue, City of Winter Park Fire Rescue, Orange County Sheriff's Office, Hernando County Sheriff's Office, Orange County Corrections Department, Orange County Emergency Operations Center (EOC) staff, City of Orlando EOC staff, University of Central Florida Police Department and EOC staff, the City of New Smyrna Beach Police Department, and the Federal Bureau of Prisons. We have a deep well of knowledge about the needs of such departments, and we know how to navigate the desires of multiple departments coming together in one facility/program. Our Master Plan and subsequent design of the new Orange County Fire Rescue Training Facility has already been awarded the **BUILD Architecture Awards**

2023 Best Emergency Service Training Facility Design. Through careful planning, programming, and working hand-in-hand with the Fire Rescue Department chiefs, staff, and other end users, this multi-department facility bid 6% under budget. KMF is pleased to present that same cost-estimator, Carlsson Cost Estimating, to the City of Ocoee for this RFQ.

At KMF Architects, we are committed to bringing a sense of place to our clients through high-quality design and meaningful interaction with our community. Each of our projects are designed to leave a footprint on its community that will help to inform its story for generations to come. We have worked to achieve national and local recognition for the use of innovative design strategies including award-winning, environmentally conscious solutions that not only enhance the user's experience, but also serve to protect the surrounding environment. Through sustainable, economical, and sound solutions, our projects consistently over-perform for our clients and the community. Beyond our portfolio of award-winning designs, **KMF Architects has been recognized as an award-winning team and was recently honored as a 2024 Best Place to Work and a 2024 Gator 100 Business.** Over the years, we have generated a trust and understanding with our clients, their staff, and our team across multiple departments and have learned what a successful project is for each of them.

KMF is 100% locally owned and operated in the heart of Orlando and maintains a staff level that can accommodate multiple projects and flexible start times for the City of Ocoee. We have provided services in emergency situations numerous times, whether that is hurricane repairs, facade remediation, investigative services after a fire, or other unthinkable situations; we are there for you when called upon. With our headquarters located in Orlando, we are able to be on-call for Ocoee at any given time.

We strongly encourage you to refer to our references, as it is no exaggeration in saying that our past clients are our biggest fans. This is, in a large part, due to the way we approach our projects and our mission to serve. We work tirelessly to ensure we understand your goals, schedule, and budget so that the outcome exceeds expectations. Since opening in 2000, our commitment to our clients is simple – we are there for you when you need us and doing work that you can be proud of.

Please call us should you have any questions, and we look forward to hearing from you soon.

Sincerely,
KMF Architects

Eric O. Kleinsteuber, AIA
Principal
Eric@kmfarchitects.com
Cell: (407) 361-8866

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TAB 1

LIST OF LOCATION OF ALL OFFICES

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

KMF Architects will manage City of Ocoee projects and our team of subconsultants from our office in downtown Orlando. This is KMF's only office, so you can rest assured that work is being done locally. From downtown Orlando, our staff can be in Ocoee in twenty minutes. Our team of expert subconsultants are all located in the greater Orlando area as well. This selection of subcontractors is the same team we have used on our latest fire rescue training facilities and fire stations, and thus we are ready to get to work for the City of Ocoee.

PRIME ARCHITECT:

KMF Architects
839 N. Magnolia Drive
Orlando, FL 32806

SUBCONSULTANTS:

Mechanical, Electrical and Plumbing Engineering:
SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814

Structural Engineering:
Premier Structural Engineering, Inc.
235 Maitland Ave. S. Suite 108-a
Maitland, FL 32751

Civil Engineering:
Tri3 Civil Engineering Design Studio
P.O. Box 520062
Longwood, FL 32752

Landscape Architecture:
Coyle & Caron, Inc.
236 Pasadena Pl.
Orlando, FL 32803

Cost Estimating:
Carlsson Construction Estimators
PO Box 520246
Longwood, FL 32752

TAB 2

LISTS OF CURRENT AND RECENTLY COMPLETED SIMILAR PROJECTS

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

CURRENT CONTINUING SERVICES CONTRACTS:

- **The University of Central Florida** / Since 2002
- **The City of Orlando** / Since 2009
- **Osceola County** / Since 2009
- **The City of Eustis** / 2011-2017; 2022-Current
- **Orange County** / Since 2018
- **Orange County Library System** / Since 2019
- **City of Casselberry** / Since 2020
- **Daytona State College** / Since 2021
- **The City of St. Cloud** / Since 2022
  (As subconsultant to Coyle & Caron Landscape Architects)
- **City of Groveland** / Since 2022
- **The City of Kissimmee** / Since 2023
- **The City of Winter Park** / Since 2023

CURRENT SIMILAR PROJECTS IN DESIGN OR UNDER CONSTRUCTION:

- **Orange County Fire Rescue Training Facility** / Construction Administration;
  Anticipated completion Summer 2025
- **Winter Park Fire Rescue Training Facility** / Bidding
- **Orange County Fire Station 31** / Design Development
- **City of Minneola Fire and Police Sub-Station** / Schematic Design
- **Hernando County Public Safety Master Plan** / Site Planning
- **Orange County Barber Park Community Center** / Schematic Design

CURRENT SIMILAR PROJECTS IN DESIGN OR UNDER CONSTRUCTION (Continued):

- **University of Florida Design Construction & Planning Collaboratory** / Construction Administration; Anticipated completion Summer 2025
- **University of Central Florida Hypersonic Lab** / 95% Construction Documents
- **Orange County Sheriff's Evidence Warehouse** / Design Complete; Bidding
- **Orange County Mosquito Control Center** / Construction Administration; Anticipated completion April 2025
- **City of Orlando Tangelo Park Community Center** / Construction Administration; Anticipated completion Summer 2025
- **Galileo Early Learning Center** / Design Development
- **City of Orlando Shakes Theater Reroof** / Construction Administration; Anticipated completion April 2025

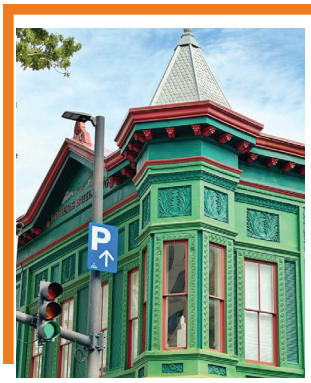
RECENTLY COMPLETED SIMILAR PROJECTS WITHIN THE PAST THREE YEARS:

- **Springhill Fire Station 49 Assessment** / 2024
  Assessment; Budget N/A
- **Solar Panel Installation at 15+ City of Orlando Fire Stations** / 2020-Present
  Cost varies
- **Fire Station 51 Site Security Improvements** / 2022
  Assessment + Construction Documents
- **City of Orlando Rogers Kiene Historic Building Reroof** / 2023
  $315,000 On Budget
- **NFC Coins Headquarters, Maitland** / 2022 /
  $1.6M On Budget
- **Climate First Bank, Winter Park Branch** / 2022
  Budget $660,000; Actual Cost $756,000; Over budget due to materials cost
- **Mellow Mushroom Pizza Bakers, Mount Dora** / 2023
  $762,000 On Budget

THE UNIVERSITY OF CENTRAL FLORIDA

CONTACT: University of Central Florida // Mr. Bill Martin
407-823-4037 // Bill.Martin@ucf.edu
3528 Perseus Loop, Bldg 16, Orlando, FL 32816

LOCATION // TERM: Orlando, Florida // 2002 - Present
TEAM: Eric (PM), All Staff



THE CITY OF ORLANDO

CONTACT: City of Orlando // Mr. Todd Damon
407-832-1976 // Todd.Damon@orlando.gov
1010 S Westmoreland Drive, Orlando, FL 32805

LOCATION // TERM: Orlando, Florida // 2009 - Present
TEAM: Eric (PM), All Staff

THE CITY OF CASSELBERRY

CONTACT: City of Casselberry // Mr. Andy Brooks
407-262-7700 // ABrooks@casselberry.org
95 Triplet Lake Drive, Casselberry, FL 32707

LOCATION // TERM: Orlando, Florida // 2020 - Present
TEAM: Eric (PM), All Staff

DAYTONA STATE COLLEGE

CONTACT: Daytona State College // Mr. Steve Selig
386-562-6516 // Steve.Selig@daytonastate.edu
1200 W International Speedway Blvd, Daytona Beach, FL 32114

LOCATION // TERM: Orlando, Florida // 2021 - Present
TEAM: Eric (PM), All Staff

ORANGE COUNTY LIBRARY SYSTEM

CONTACT: Orange County Library System // Mr. Brian Dornbush
407-835-7618 // Dornbush.Brian@ocls.info
101 E. Central Blvd, Orlando, FL 32801

LOCATION // TERM: Orlando, Florida // 2019 - Present
TEAM: Eric (PM), All Staff

ORANGE COUNTY

CONTACT: Orange County // Ms. Sara Flynn-Kramer
407-402-0672 // Sara.Flynn-Kramer@ocfl.net
400 E South Street, 5th Floor, Orlando, FL 32801

LOCATION // TERM: Orlando, Florida // 2018 - Present
TEAM: Eric (PM), All Staff

OSCEOLA COUNTY

CONTACT: Osceola County // Mr. Andy Brooks
407-739-2302 // Andy.Brooks@zha-fl.com
1 Courthouse Square, Suite 3100, Kissimmee, FL 34741

LOCATION // TERM: Orlando, Florida // 2009 - Present
TEAM: Eric, All Staff

THE CITY OF EUSTIS

CONTACT: The City of Eustis // Mr. Rick Gierok
352-483-5480 // GierokR@eustis.org
400 Morin St, Eustis, FL 32726

LOCATION // TERM: Eustis, Florida // 2011 - 2017; 2022 - Present
TEAM: Eric, Rodney (PM)

THE CITY OF ST. CLOUD*

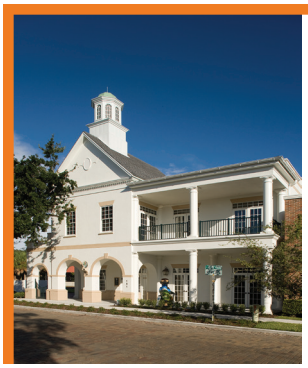
CONTACT: Coyle & Caron // Ms. Sally Coyle
407-866-0650 // SCoyle@coylecaron.com
236 Pasadena Place, Orlando, FL 32803

LOCATION // TERM: St. Cloud, Florida // 2022 - Present
TEAM: Eric
**as a subconsultant to Coyle & Caron Landscape Architects*

THE CITY OF GROVELAND

CONTACT: The City of Groveland// Mr. Chris Coghill
352-730-9268// chris.coghill@groveland-fl.gov
156 S. Lake Ave., Groveland, FL 34736

LOCATION // TERM: Groveland, Florida // 2022 - Present
TEAM: Eric, All Staff



THE CITY OF WINTER PARK

CONTACT: The City of Winter Park // Ms. Rebecca Watt
407-599-3315 // RWatt@cityofwinterpark.org
401 South Park Avenue, Winter Park, FL 32789

LOCATION // TERM: Winter Park, Florida // 2023 - Present
TEAM: Eric, All Staff

THE CITY OF KISSIMMEE

CONTACT: The City of Kissimmee// Ms. Debbie Luke
407-518-2214 // debbie.luke@kissimmee.gov
101 Church St. Suite 430, Kissimmee, FL 34741

LOCATION // TERM: Kissimmee, Florida // 2023 - Present
TEAM: Eric, All Staff

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WE WOULD BE HONORED TO ADD THE CITY OF OCOEE TO OUR LIST OF CONTINUING SERVICES CONTRACTS!

PROJECT
Professional Architectural Svcs

LOCATION
Orlando, FL

SIZE
Varies

COST
Varies

CURRENT PHASE
Ongoing

COMPLETION
Ongoing

DELIVERY METHOD
Design-Bid-Build

SCOPE
Varies by Project

CONTACT
The City of Orlando
Mr. Navid Erfan
1010 S Westmoreland Drive
Orlando, FL 32805
P: (407) 246 - 4185
F: unavailable
navid.erfan-nirizy@orlando.gov

Since 2009, KMF Architects has been awarded a three-year architectural continuing service contract five times in a row with the City. Representative projects include:

LEU HOUSE MUSEUM EMERGENCY REPAIRS

A 2023 AIA Orlando Design Award Winner
A 2021 AIA Florida Design Award Winner

KMF conducted an assessment of the home, then coordinated a plan to effectively resolve the emergency hurricane repairs. Once critical issues were addressed, KMF pressed forward through designing the historically fragile improvements. While many historically significant characters were deemed a complete loss, KMF had each component custom-matched and hand-painted while archeologically harvesting and salvaging of any materials possible.

LEU HOUSE MUSEUM

KMF AT LEU HOUSE

BEARDALL SENIOR CENTER CORNICE REPAIRS

Structural repairs to the exterior cornice located 4' from top of building and that attaches around the entire perimeter. Repairs included demo of deteriorated concrete, form and pouring new, steel reinforced, sections of cornice to match existing historical design. Lastly, the top of the cornice was coated with a waterproof sealant to prevent future concrete deterioration.

BEARDALL CENTER CORNICE

FLEET MANAGEMENT PERIMETER BEAUTIFICATION

A 2018 AIA Orlando Award of Honor Winner

KMF was tasked with designing a new perimeter wall for Orlando's fleet management facility. The 16' tall pre-cast panels were designed to minimize noise pollution, create a secure perimeter for the facility, and introduce a visually dynamic/culturally significant edge along Gore St.

FLEET PERIMETER WALL

PROJECT
Professional Architectural Svcs

LOCATION
Orlando, FL

SIZE
Varies

COST
Varies

CURRENT PHASE
Ongoing

COMPLETION
Ongoing

DELIVERY METHOD
Design-Bid-Build

SCOPE
Varies by Project

CONTACT
The City of Orlando
Mr. Navid Erfan
1010 S Westmoreland Drive
Orlando, FL 32805
P: (407) 246 - 4185
F: unavailable
navid.erfan-nirizy@orlando.gov

VARIOUS GREENWORKS SOLAR PROJECTS:

- Fire Stations 2, 7, 8, 15, 16, 17
- Dover Shores Community Center
- Northwest Community Center
- Park of the Americas

EMERGENCY OPERATIONS CENTER

The Orlando EOC is a first response facility that organizes efforts towards significant events impacting the State of Florida. KMF added a commercial kitchen, new flex-use emergency response spaces, new private decompression and rest areas to relieve emergency responders and made infrastructure improvements to better suit the needs of new technologies and equipment.

PULSE LABYRINTH MEMORIAL

KMF Architects provided design services for the new Pulse Labyrinth Memorial at Colonialtown Square Park. Modeled after the Chartreuse maze in France, it provides a contemplative walk throughout the space directed at the center—an Orlando United Heart. Forty-nine equal spaces of white granite surround the entire maze and memorialize each victim lost to the tragedy.

CITY HALL RE-ROOF

KMF was recently tasked with carefully analyzing Orlando City Hall's roof for deficiencies, creating a set of as-built documents, and recommending a durable, highly reflective replacement membrane to reduce thermal load on the building.

HISTORIC AMTRAK ANALYSIS REPORT

KMF prepared a historical review and analysis of the Orlando AMTRAK Station on Sligh Blvd. This project generated a review of the building and its systems, as well as a historical space plan review. The 400 page report form has been presented to the city and will be used to generate a plan for the future use of the station.

ADDITIONAL PROJECTS INCLUDE:

- Leu Gardens Welcome & Events Center Renovations
- Historic James Maxey House Assessment
- Iron Bridge Warehouse Roof Renovation
- Shakespeare Theater Roof Replacement
- Historic Bob Carr Theater Assessment & Renovations
- Parks & Recreation Maintenance Break Room Remodel

FIRE STATION 17 SOLAR

DOVER SHORES SOLAR

ORLANDO EOC

PULSE LABYRINTH MEMORIAL

CITY HALL

AMTRAK STATION

Continuing Professional Architectural Services

PROJECT
Professional Architectural Svcs

LOCATION
Orlando, FL

SIZE
Varies

COST
Varies

CURRENT PHASE
Ongoing

COMPLETION
Varies

DELIVERY METHOD
Design-Bid-Build

SCOPE
Varies by Project

CONTACT
Orange County Government
Ms. Sara Flynn-Kramer
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Orlando, FL 32801
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Sara.Flynn-Kramer@ocfl.net

Since 2018, KMF Architects has been contracted to perform multiple renovation, improvement, assessments, and master planning projects for Orange County. Representative projects include:

TANGELO PARK COMMUNITY CENTER

The new vision for the TPCC finds community at the core of its design. Large, flexible spaces of gathering encourages community congregation while allowing rooms to get bigger and smaller based off the users' needs. Rooms for educational/ professional growth are lit by natural daylighting and are designed to provide a safe, yet welcoming environment. Lastly, much needed infrastructure such as larger office space, public restrooms connecting to the both the facility and gymnasium, and poolside facilities are added to enhance its existing features. The new center is not designed to be stagnant, but rather shift and change with the flexibility needed for the facility and its community to grow.

FIRE RESCUE TRAINING VISIONING PLAN

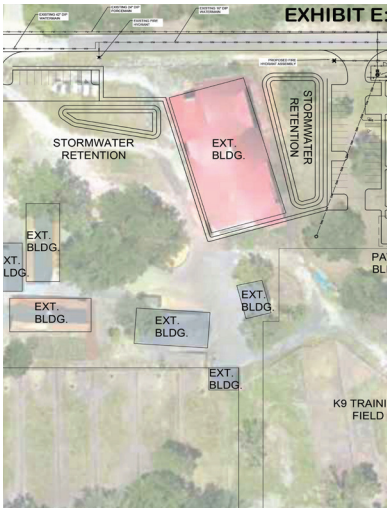
KMF produced multiple Master Plans for a new Orange County Fire Training Center. Working closely with OC and their Real Estate team, KMF assisted in the site selection process and was tasked with creating designs that fit within a tightly constrained site due to surrounding wetlands and a large, centrally located underground force main. KMF used artificial technology to collect survey data and provide additional programmatic and spatial information. These survey results assisted in developing recommendations and accommodating the end user's needs. The success of this vision earned KMF the award of the construction of the new facility.

TANGELO PARK VISION

TANGELO PARK VISION

TANGELO PARK VISION

FIRE TRAINING VISIONING



PROJECT
Professional Architectural Svcs

LOCATION
Orlando, FL

SIZE
Varies

COST
Varies

CURRENT PHASE
Ongoing

COMPLETION
Varies

DELIVERY METHOD
Design-Bid-Build

SCOPE
Varies by Project

CONTACT
Orange County Government
Ms. Sara Flynn-Kramer
400 East South Street
Orlando, FL 32801
P: (407) 402 - 0672
F: unavailable
Sara.Flynn-Kramer@ocfl.net

COUNTY WIDE FLEET ASSESSMENT

KMF developed a Master Plan for all of the County's fleets which included Fire, Sheriff and Orange County Fleet. The County was then occupying 2 sites within Orlando that were both outgrown. For this project, KMF researched surrounding properties to determine the possibility of expansion at both the existing sites. Our team created multiple options for the County depicting variations of where all fleets were brought on to one site.

REGIONAL HISTORY CENTER

KMF is performing in both an Owner's Representative capacity for various ongoing renovations to the center, as well as the Architect of Record to renovate the Lobby, the Elevators, and envision a master plan for the History Center's future.

MEDICAL EXAMINER'S RENOVATIONS

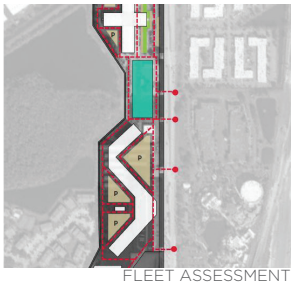
KMF conducted a master plan assessment to first determine the programmatic needs of the facility and prioritize the sequence of updates to come. The first update to be realized is currently underway - renovations to the lobby security entrance.

SHERIFF'S AVIATION FACILITY

This project includes replacement of existing hangar door with a new hangar door, replacement of the existing generator with a larger generator, as well as replacement of the existing fuel tank, pumps and fuel tank surround at Hangar 2. These improvements will help the facility continue to perform its mission into the future.

ADDITIONAL PROJECTS INCLUDE:

- Health Services Warehouse Renovations
- Bithlo Highway New Maintenance Building
- Courthouse Annex ADA Door Operators
- Corrections Mental Health Assessment
- Fire Station 40 Restroom Renovations
- New Air Quality Monitoring System
- Fire Station 54 Metal Storage Buildings
- Pickleball Courts
- Sheriff's Mounted Patrol Master Plan
- Radio Tower Assessment
- Juvenile Assessment Center Site Modifications
- Cooling Shade Structures at Animal Services
- Evidence Storage

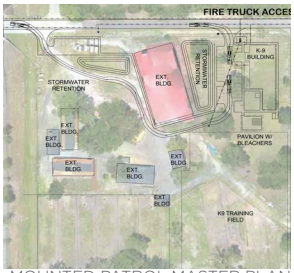

FLEET ASSESSMENT

RHC EXISTING LOBBY

KMF AT MED EXAMINERS

SHERIFF'S AVIATION

HEALTH SVCS WAREHOUSE



MOUNTED PATROL MASTER PLAN

TAB 3

PROJECT DELIVERY: ON TIME AND WITHIN BUDGET

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

COST CONTROL APPROACH

Keeping budget in mind is critical to a successful project. KMF Architects brings Carlsson Construction Estimators to the team, a WBE Cost Estimating firm based in Central Florida. Carlsson will provide expert cost estimating for the City of Ocoee. Carlsson's recent cost estimating bid for Orange County Fire Rescue Training came in 6% under budget. KMF has teamed with Carlsson on many projects in recent years, and we are confident in their ability to keep costs under control for the City of Ocoee. In addition, we take the following steps throughout each part of the design process when requested:

PROGRAMMING: Once the initial planning is complete, a budget can be established to assist the Owner and Design Team through the project development process. At this stage, we will assess the programmatic requirements and budget constraints to properly establish project scope and the expectations of the Owner and Design Team. In addition, we will utilize estimate comparisons to evaluate the feasibility of the strategic alternatives being considered to satisfy current and projected space requirements, such as new construction vs renovation. These preliminary estimates are equivalent to order of magnitude estimates and are usually presented using elemental SF (Square Foot) rates and are based on historical project data from the last five (5) years.

CONCEPTUAL: At this stage of the design process, we will provide a square foot cost analysis for all construction elements which are typically based on preliminary floor plans and narratives provided by each design discipline. Pricing is provided by utilizing their up-to-date, in-house, database created from related projects and adjusted for location, this database is updated routinely to incorporate current market prices on all construction items.

DESIGN: During each stage of design, in most cases at 30%, 60% and 90% stages, we can provide detailed cost estimates for each construction discipline. They utilize plans and specifications provided by the design team and adjust soft costs, including contingencies, based on depth and thoroughness of each discipline's design product. In addition, all quantity take-offs are completed using on-screen cost estimating software with information directly inputted into a corresponding computer program approved by the Owner. We obtain pricing for each estimate by direct contact with Contractor’s and Subcontractor’s in the area the project is located, ensuring that only current pricing is used for each project estimate.

In addition, value engineering evaluations of proposed material and component alternatives will be analyzed to make sure that all potential cost saving possibilities have been explored. These value engineering exercises are usually completed before the final design and help to ensure that the construction costs are in line with the Owner’s budget. During a cost reconciliation process and exercise with the Owner’s CM, we can review the current bid proposal from the CM against the costs received from local vendors and subcontractors, as well as a review of quantities provided by the CM, to verify that there have been no unexpected markups by the CM or their subcontractors, and that the quantities provided match the parameters of design.

PROJECT DELIVERY: ON TIME AND WITHIN BUDGET

COST CONTROL WITHIN BUDGET CONSTRAINTS

Continuing Services projects puts us into facilities that are newer to historic settings. One of the first questions we ask is if there are any available printed or digital drawings available for the proposed area of work. If documents are available, we are able to get a better understanding of the project requirements. If no existing documentation is available, additional time will be required to learn about the project proposed.

UNDER $20K:

In the last 20 years, we have stood by our promise to continuing services clients that "**no project is too small**" and we treat each project the same as any other project. Depending on the nature of the work, either a Principal or a Senior Project Manager will meet at the site to review the scope and nature of the project. Often the site will be photographed and measured before the project is awarded, as it is typically more cost efficient for you, the Client, and for KMF alike. Any time spent before the project is awarded is at KMF's own risk. Once awarded, the project design will be managed by the Principal or Manager that visited the site.

BETWEEN $20K - $250K:

In addition to response to projects under 20K, these projects will likely involve a greater effort by more than one discipline. In this case, we may ask one of our engineering consultants to accompany us to look at the project depending upon the anticipated amount of engineering work required. Both the KMF Principal/Manager and Engineer will remain active in the design of the project start to finish.

BETWEEN $250K - $1M:

In addition to the response to projects between 20K and 250K, these projects typically involve more than a single engineering consultant. We will bring in additional consultants as the project requires to examine the scope of the work, prepare a proposal, and actively manage the project within their respective disciplines while KMF manages the entire process. Projects at this level typically require regular team meetings where budget and coordination is informal.

BETWEEN $1M - $4M:

In addition to the response to Projects under $1M, projects between 1M an 4M tend to be multi-disciplinary teams. These projects will be managed by a Principal, require regular formal team meetings and interim client reviews, cost estimating/ budget confirmation checks, and regular formal coordination and quality assurance checks. Projects at this level typically require a full team, full CA, and full service.

PROJECT DELIVERY: ON TIME AND WITHIN BUDGET

PROJECT DELIVERY EXPERIENCE

While continuing services contracts have a traditional method of delivery such as Construction Manager, alternate approaches to individual projects are applicable at times. KMF has worked with continuing services clients to deliver projects via design-build, CMAR, in phases, providing studies and often other teams' studies. Regardless of the intent of delivery, KMF Architects has the experience and expertise to strategize appropriately and meet your needs.

FAST AND EFFICIENT RESPONSE

KMF Architects regularly responds to client requests "to take a look at something", whether that project has funding or not. The KMF staff is here for our clients, as your go-to resource for all architectural needs.

An example of our quick-to-action response is seen recently with the City of Orlando. The City was in a contractual bind for a park that was being delivered design-build. That park was then requested by the City Commission to have a PULSE Memorial included. The City requested KMF to re-design the new park to include a labyrinth and have a humble memorial element to the PULSE victims (left). The City also asked if we could do this in three weeks. KMF made room in our schedule and designed, presented, and delivered permit documents in three weeks. The project is built, occupied, and is a successful place for meditation and remembrance. KMF was especially proud, and honored, to meet our community's needs in this instance, among many others.

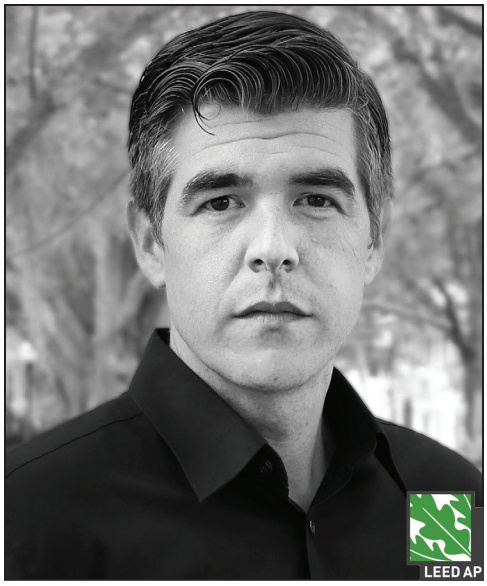
STAYING ON TIME & ON BUDGET

KMF regularly completes services on time by setting the schedule backwards from the date the owner expects to occupy the project, not from the date of permit submittal. This forces the team to understand the true project duration and impact to the owner. One of KMF's unique lines of resume experience is that both KMF Principals have worked in the role as an owner's representative. With that experience, we are able to better understand cost from the owner's perspective. For cost estimating, we partner with Carlsson Construction Estimators. Owner Anita Trout is an expert in the field. Her estimate for Orange County Fire Training came in 2% under budget, and her recent estimate for UF's Collaboratory Building bid 6% under budget.

TAB 4

RESUMES OF KEY EMPLOYEES

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS



Eric Kleinsteuber is Principal, Architect of Record, and Design Director at KMF Architects. Eric has worked on a variety of project types including those for federal, state and local municipalities, higher education, cultural, office/ administration, aviation, K-12 and LEED projects. These projects have ranged from $180M renovations of the Orlando International Airport to minor additions. Eric is a national award-winner, an adjunct professor of architecture at the University of Central Florida, a past President of the Society of American Registered Architects Florida Chapter, and the past Chairman of the OC Building Code Board of Adjustments and Appeals. Eric is also the Vice Chairman of the City of Orlando Historic Preservation Board.

EDUCATION

Master of Architecture
University of Florida

Bachelor of Design
University of Florida

REGISTRATION

Registered Architect, FL #AR93580
Interior Designer, FL #ID7203

YEARS OF EXPERIENCE

25 years of experience
18 years with KMF

CONTACT

(o) (407) 298 - 1988
(c) (407) 361 - 8866

Eric O. Kleinsteuber, AIA, NCARB, LEED AP

Principal & Design Director

City of Orlando Continuing Architectural Services; Orlando, FL KMF Architects was selected to provide continuing architectural services to the City of Orlando since 2009. Eric has been the single-point of contact on all of these projects. Services include a variety of studies and design projects for City-owned facilities where the construction cost does not exceed $4M, and for study activities under $1M. Representative projects include: Orlando Solar Sites at multiple Fire Stations, Dover Shores Community Center, Parks and Recreation, Pool Pump house and Splash Pad Renovations, Analysis of the Historic Bob Carr Theater, Fleet CNG Retrofits, Historic Rogers Kiene Building Reroof, and more.

Orange County Continuing Architectural Services Contract; Orange County, FL In 2018, KMF Architects was selected to provide continuing architectural services to Orange County Government. Representative projects include a 911 Center Peer Review/Assessment, Multiple Fire Station Assessments and Renovations and Security Upgrades, Orange County Corrections Assessments and Renovations, Administration Center and Courthouse Pavers Assessment, County-Wide Fleet Assessment, Sheriff's Gun Range Office Renovation, Convention Center Carpet Replacement and Water Intrusion Testing/ Remediation, Fire & Corrections Visioning Plan, Sheriff's Aviation Facilty and Hangar Updates, Evidence Storage Investigation, and Administration Building 1st & 5th Floor Renovations, and more.

Orange County Fire Rescue Training Facility; Orlando, FL This 32,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art campus for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, apparatus bay and burn building. Sustainable design was a priority, and buildings are equipped with solar panels. Structures are strategically placed as to not interrupt the surrounding wetlands on the site.

Central Florida Fire Station Projects:
Orange County Two-Story Urban Fire Station Prototype
Orange County Fire Station 31
Orange County Springhill Fire Station 49
City of Minneola Fire and Police Sub-Station 88
Winter Park Fire Station SW

Hernando County Public Safety Training Facility Master Planning; Brooksville, FL KMF Architects is creating a master plan for various public safety facilities for Hernando County on a 60-acre undeveloped site, to include a campus wide initial Architectural and Civil Master Plan, as well as comprehensive programming study and Blue Sky visioning.

Samantha earned her Master's degree from the University of Florida Graduate School of Architecture. Samantha's natural creativity, curiosity of human behaviors and understanding of spacial relationships combine to develop creative solutions specific to each project. Her 3 years of experience as an owner's representative has equipped her with in-depth knowledge of project management and owner focused solutions at varying scales. Samantha's ability to harmonize imagination with the purpose and function makes her a vital asset to the team.

REGISTRATION

Registered Architect, FL #AR102653

EDUCATION

Master of Architecture
University of Florida

Bachelor of Art in Architecture
University of Central Florida

Associate of Architecture
Valencia College

YEARS OF EXPERIENCE

9 years of experience
6 years with KMF

CONTACT

(o) (407) 298 - 1988
(c) (407) 800 - 2334
Samantha@kmfarchitects.com

Samantha Scime, AIA

Principal

University of Central Florida Continuing Architectural Services for Alterations and Improvements; Orlando, FL KMF has provided services on over 150 Continuing Service Projects to UCF. Representative projects include the National Panhellenic Council campus plots, laboratories, storage, offices, warehouses, renovations, studies, operations centers and interior fit-outs.

Orange County Fire Rescue Training Facility; Orlando, FL This 32,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art campus for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, apparatus bay and burn building. Sustainable design was a priority, and buildings are equipped with solar panels. Structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Winter Park Fire Training Facility; Winter Park, FL This new training center for Firefighters is in the first phase of development on a multi-acre site. The fire training structure/tower will utilize a structural steel frame system and curtain wall design. This design phase consists of a pavilion building with restrooms and gathering space, as well as a four-story fire training tower (burn building). This tower structurally consists of multistory structural steel braced frames, heavy gauge steel joists with metal decking, and a steel exterior wall panel system. The pavilion structure includes a covered drive-thru apparatus bay, elegantly exposed structural steel tube framing, and structural glazed masonry.

Hernando County Public Safety Training Facility Master Planning; Brookesville, FL KMF Architects is creating a master plan for various public safety facilities for Hernando County on a 60-acre undeveloped site, to include a campus wide initial Architectural and Civil Master Plan, as well as comprehensive programming study and Blue Sky visioning. It is anticipated that the new Public Safety Training Facility(ies) will be designed and constructed in a phased approach based on priorities funding availability. Estimated cost is $50 million dollars.

Central Florida Fire Station Projects:
Orange County Two-Story Urban Fire Station Prototype
Orange County Fire Station 31
Orange County Springhill Fire Station 49
City of Minneola Fire and Police Sub-Station 88
Winter Park Fire Station SW

A Miami native and graduate of "The U", Dory has designed and managed a variety of complex and design-focused projects. Dory understands that each project presents its own set of unique challenges, for which the design team must work collaboratively with the client and contractor to meet the project schedule and budget. His working experience includes restoration and adaptive reuse of historic buildings, commercial, hospitality, and interiors. Dory is a Florida registered architect and interior designer.

REGISTRATION

Registered Architect, FL #AR97500
Registered Interior Designer, FL # ID6182

EDUCATION

Bachelor of Architecture
University of Miami

YEARS OF EXPERIENCE

14 years of experience
1 year with KMF

CONTACT

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(c) (305) 332 - 2387
Dory@kmfarchitects.com

Dory Bortman, AIA, NCARB

Project Architect

City of Orlando Continuing Architectural Services; Orlando, FL KMF Architects was selected to provide continuing architectural services to the City of Orlando since 2009. Services include a variety of studies and design projects for City-owned facilities where the construction cost does not exceed $4M, and for study activities under $1M. Representative projects include: Shakespeare Theater HVAC renovation.

Orange County Continuing Architectural Services Contract; Orange County, FL KMF Architects has been providing continuing architectural services to Orange County Government since 2018. Dory has worked on the following representative projects: Orange County Convention Center Carpet Replacement in the North/South Concourse, Orange County Convention Center Moisture Remediation, and renovation of the Chapin Theater inside the Orange County Convention Center.

Orange County Fire Rescue Training Facility; Orlando, FL This 30,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art space for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. The building incorporates large amounts of sustainable design as the entire building will be equipped with solar panels, and the structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Blue Origin Confidential Space Vehicle Assembly Facility
[Location confidential] This new construction 114,000sf project for vehicle assembly includes sophisticated and proprietary mechanical, electrical and fire protection systems at the large scale laboratory level. Clean Rooms are included. Structural systems are engineered for the size and scale of extra orbital rocketry, and doors are sized to accept massive objects. Office space for 80 employees is included. Construction cost is confidential.

Orange County Fire Rescue Emergency Operations Center; Orlando, FL Renovation of the existing 3,000SF facility into a new FIre Rescue Emergency Operations Center. The new facility will include state-of-the-art Integrated Audio Visual and Communications Infrastructure systems and the integration of mechanical, electrical, plumbing, fire protections, fire alarm, computer, security, and communications systems for 24/7 operation.

Rodney Bryant is a Senior Project Manager at KMF Architects. Rodney has worked on a variety of project types, including continuing services, conference centers, higher education, cultural, office/ administration, municipal, aviation, K-12 and LEED projects. These projects have ranged from $180M renovations of the Orlando International Airport to minor additions. He has extensive experience in design, sustainability, color, programming, space planning, conceptual development, public presentations, execution of construction documents, 3D modeling and rendering with software including Autodesk's Revit. Rodney is detail-oriented, making him an expert in construction administration.

EDUCATION

Bachelor of Art in Architecture
Florida A&M University

YEARS OF EXPERIENCE

24 years of experience
9 years with KMF

CONTACT

(o) (407) 298 - 1988
(c) (407) 312 - 5079
Rodney@kmfarchitects.com

Rodney Bryant, LEED AP

Project Manager, Construction Administration

Osceola County Continuing Services Contract; Osceola County, FL KMF has completed multiple projects under a continuing services contract with Osceola County since 2009. These include the Silver Spurs Arena Storage Warehouse, Silver Spurs Suites Upgrades & Ribbon Signage, OHP St. Cloud Room Renovations, OHP Outdoor Club, and Silver Spurs Visualization Plan.

Orange County Continuing Architectural Services Contract; Orange County, FL In 2018, KMF Architects was selected to provide continuing architectural services to Orange County Government. Representative projects include a County-Wide Fleet Assessment, Fire & Corrections Visioning Plan, Sheriff's Aviation Facilty and Hangar Updates, Evidence Storage Investigation, and Administration Building 1st & 5th Floor Renovations.

Orange County Fire Rescue Training Facility; Orlando, FL This 30,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art space for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. The building incorporates large amounts of sustainable design as the entire building will be equipped with solar panels, and the structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Orange County Mosquito Training Facility; Orlando, FL The new 30,000sf facility will include at least 9,000sf of office space, conference space, laboratories, dedicated server/security room, and laundry/janitorial spaces. KMF is also designing the integration of a new security/communication system with video monitoring of all spaces that ties into the building management system.
$10 million / 30,000sf

Polk County Avon Park Air Force Base Renovations; Avon Park, FL KMF completed a total HVAC replacement of the existing systems at Avon Park Air Force Base, Unit Operation Center, which included a project area of 8,323sf. The scope also included existing ceiling replacement, consisting of ACT and gypsum ceilings. KMF also installed new closed cell foam insulation for the entire building. The renovation also included replacing the existing windows with more energy efficient units. Finally, KMF designed a new Chiller Yard screen wall with gates.

Sabrina's passion for design began with Legos and progressed to a Master's in Architecture from the University of Florida. Six years of experience drives her to make sure that each building she designs facilitates a welcoming and comfortable environment. Delivering on multiple civic and public safety projects, Sabrina is a rising star. Her attention to detail and quality BIM production has led her to move up quickly within the profession. Sabrina is in the process of attaining her license in architecture.

EDUCATION

Master of Architecture
University of Florida

Bachelor of Design
University of Central Florida

Associate of Architecture
Valencia College

YEARS OF EXPERIENCE

6 years of experience
3 years with KMF

CONTACT

(o) (407) 298 - 1988
(c) (352) 602 - 8462
Sabrina@kmfarchitects.com

Sabrina Frank von Frankenstein, Assoc. AIA

Design Production Modeler

City of Orlando Continuing Architectural Services; Orlando, FL Sabrina has been a designer on many of the recent projects KMF has provided to the City of Orlando under Continuing Architectural services.

University of Central Florida, Continuing Architectural Services for Alterations and Improvements; Orlando, FL Sabrina has been a designer on many of the recent projects KMF has provided to UCF. KMF has provided services on over 150 Continuing Service Projects to UCF since 2002.

Orange County Fire Rescue Training Facility; Orlando, FL This 30,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art space for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. The building incorporates large amounts of sustainable design as the entire building will be equipped with solar panels, and the structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Central Florida Fire Station Projects:
Orange County Fire Station 31
City of Minneola Fire and Police Sub-Station 88

Orange County Sheriff's Office Evidence Warehouse Storage Facility; Orlando, FL KMF is currently designing this 43,000sf tilt-wall warehouse with 7,000sf of office space. Storage space was carefully designed to store evidence including weapons, ammunition, money, jewelry, drugs and homicide/sex crime evidence. Freezer and cooler storage for temperature-sensitive items are present. The facility also has a loading dock and special waste removal system.
$10.5 million / 43,000sf

Orange County Mosquito Training Facility; Orlando, FL The new 30,000 SF facility will include at least 9,000sf of office space, conference space, laboratories, dedicated server/security room, and laundry/janitorial spaces. KMF is also designing the integration of a new security/communication system with video monitoring of all spaces that ties into the building management system.
$10 million / 30,000sf

Alexandra is KMF's in-house historic preservationist. She is driven to create solutions that serve people, communities, and support the history and culture of which they are a part. Within each project, she brings both a microscopic approach that considers all the key players involved, as well as the precise aspects of architectural detailing. Her years of firm work and representing owners has allowed her to manage projects off and on site to ensure design intent is executed and clients' desires are met. Alexandra also served as historic preservation specialist for the Smithsonian Institute in Washington, D.C. and performed various historic analysis and restorations of some of the country's most iconic structures.

EDUCATION

Master of Architecture
University of Kansas

Certificate of Historic Preservation
University of Kansas

YEARS OF EXPERIENCE

9 years of experience
5 years with KMF

CONTACT

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Alexandra Witthaus, Assoc. AIA

Design Production Lead

University of Central Florida, Continuing Architectural Services for Alterations and Improvements; Orlando, FL Alexandra has been a designer on many of the recent projects KMF has provided to UCF. Representative projects include the CMB Reroof and Curtainwall.

City of Orlando Continuing Architectural Services; Orlando, FL Alexandra has been a designer on many of the recent projects KMF has provided to the City of Orlando under Continuing Architectural services. Representative projects include: the Historic Maxey House Assessment, the Historic Rogers Kiene Reroof, the Shakespeare Theater Reroof, the Dover Shores Reroof, and the Leu Events and Welcome Center Renovations.

University of Central Florida - Hypersonic Lab; Orlando, FL Completed phase I design for the Hypersonic Lab for renovation to the existing 50,000sf office building to include a new demising wall, 205sf ISO and 8 soft-wall cleanroom. Currently designing phase II.

University of Florida, Architecture Roof Replacement, Balcony Repairs, Brick Repairs, and Atrium Canopy and Rain Screens; Gainesville, FL A series of repairs were delivered in three packages; roof replacement and balcony drainage repairs, brick repair and replacement, and atrium canopy and rain screens. Working collaboratively with Brooks + Scarpa, KMF designed the new atrium canopy and rain screens to minimize and reduce water intrusion into the existing Architecture Building walkways and atrium areas. Upgrades and repairs were carefully considered and designed to work with the existing building aesthetics.

University of Central Florida, Downtown CMB Curtain Wall and Roof Replacement; Orlando, FL Delivered in two packages, the designs included preparation of an existing multi-layered petroleum-based roof membranes to receive cold liquid applied roofing restoration with embedded gravel. Restoration included replacing membrane's base and other flashings. The second design package included the removal of an existing storefront and installation of a new curtain wall. KMF's extensive experience navigating an active campus will allow seamless transition as this renovation goes into construction as it is currently, and will continue to be, fully occupied.
$2.3 million / 108,000sf

Don′ Tre Harry, Assoc. AIA
BIM Manager

Don′ Tre's passion for architecture began with the fascination of buildings and space, which has driven him to visit over 25 states in America to photograph architecture. His experience in Themed Entertainment at UF CityLab Orlando coupled with his innate ability to be creative by drawing, sculpting and writing echoes his dynamic style of design and knowledge to better construct space. After many years of working in hospitality, he has observed and learned how people move through and interact with space. He has also mastered the ability to create visual deliverables that immerse his clients into their project.

EDUCATION
Master of Architecture
University of Florida

Bachelor of Design
University of Central Florida

Associate of Architecture
Valencia College

YEARS OF EXPERIENCE
5 years of experience
4 years with KMF

CONTACT
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(c) (407) 600 - 5846
Don'Tre@kmfarchitects.com

Orange County Library System Continuing Architectural Services; Orlando, FL Don′ Tre has been a designer and BIM Manager on many of the recent projects KMF has provided to the Orange County Library System. Services include a variety of studies and design projects for OCLS-owned facilities where the construction cost does not exceed $2M and for study activities under $50,000. Involved projects include: various alterations around the main library.

Orange County Fire Rescue Training Facility; Orlando, FL This 30,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art space for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. The building incorporates large amounts of sustainable design as the entire building will be equipped with solar panels, and the structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Orange County Mosquito Training Facility; Orlando, FL The new 30,000 SF facility will include at least 9,000sf of office space, conference space, laboratories, dedicated server/security room, and laundry/janitorial spaces. KMF is also designing the integration of a new security/communication system with video monitoring of all spaces that ties into the building management system. $10 million / 30,000sf

University of Central Florida, Downtown CMB Curtain Wall and Roof Replacement; Orlando, FL Delivered in two packages, the designs included preparation of an existing multi-layered petroleum-based roof membranes to receive cold liquid applied roofing restoration with embedded gravel. Restoration included replacing membrane's base and other flashings. The second design package included the removal of an existing storefront and installation of a new curtain wall. KMF's extensive experience navigating an active campus will allow seamless transition as this renovation goes into construction as it is currently, and will continue to be, fully occupied.
$2.3 million / 108,000sf

Erika is dedicated to providing a diverse set of skills and perspective to the team. Her unique background in business and architecture marries her passions for unwavering client service, creative solutions, and architectural design. She understands the power of delivering "above and beyond" service to her clients and thrives on finding unique ways to reach people. Her experience in operations brings an intuitive approach to the project lifecycle, while maintaining the highest standard of service and program management to ensure both the team's and a project's success.

EDUCATION

Bachelor of Science in Political Science
Minor in Business Administration
University of Houston

Associate of Architecture
Valencia College

YEARS OF EXPERIENCE

8 years of experience
5 years with KMF

CONTACT

(o) (407) 298 - 1988
(c) (651) 323 - 3437
Erika@kmfarchitects.com

Erika Lord
Operations Director - Permitting

City of Orlando Continuing Architectural Services; Orlando, FL KMF Architects was selected to provide continuing architectural services to the City of Orlando since 2009. Services include a variety of studies and design projects for City-owned facilities. With this much experience working with the city year after year, Erika is an expert in understanding the permitting process.

Orange County Sheriff's Office Evidence Warehouse Storage Facility; Orlando, FL KMF is currently designing this 43,000sf tilt-wall warehouse with 7,000sf of office space. Storage space was carefully designed to store evidence including weapons, ammunition, money, jewelry, drugs and homicide/sex crime evidence. Freezer and cooler storage for temperature-sensitive items are present. The facility also has a loading dock and special waste removal system. $10.5 million / 43,000sf

Orange County Fire Rescue Training Facility; Orlando, FL This 30,000sf tilt-wall project is nearing completion and will serve as a state-of-the-art space for firefighters to train for a wide variety of emergency scenarios. It includes a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. The building incorporates large amounts of sustainable design as the entire building will be equipped with solar panels, and the structures are strategically placed as to not interrupt the surrounding wetlands on the site. $37 million / 32,000sf

Orange County Mosquito Training Facility; Orlando, FL The new 30,000sf facility will include at least 9,000sf of office space, conference space, laboratories, dedicated server/security room, and laundry/janitorial spaces. KMF is also designing the integration of a new security/communication system with video monitoring of all spaces that ties into the building management system. $10 million / 30,000sf

Orange County Emergency Operations Center Renovations; Orlando, FL KMF Architects provided architectural and engineering services for the complete renovation of an existing 3,000sf facility into a new 5,500sf Emergency Operations Center. The renovated EOC includes systems that can be self-sufficient without public utilities and includes integration of MEP/FP, fire alarm, computer, security and communications systems for 24-hour operation during a major incident or emergency and during daily routine operating. $3.3 million / 5,500sf

TAB 5

CERTIFICATIONS AND LICENSES

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES,
INCLUDING FEDERAL GRANT FUNDED PROJECTS

State of Florida
Department of State

I certify from the records of this office that KMF ARCHITECTS is a Fictitious Name registered with the Department of State on August 23, 2017.

The Registration Number of this Fictitious Name is G17000093464.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fourth day of August, 2017

Secretary of State

Authentication ID: **100302879721-082417-G17000093464**

To authenticate this certificate,visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

State of Florida
Department of State

I certify from the records of this office that KZF DESIGN LLC is a limited liability company organized under the laws of the State of Florida, filed on May 16, 2000.

The document number of this limited liability company is L00000005619.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 27, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2025

Secretary of State

Tracking Number: 7124824170CC

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

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

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

2024 EXPIRES 9/30/2025

3010 ARCHITECT $30.00

3010-0505149

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

KLEINSTEUBER ERIC O

KMF ARCHITECTS
839 N MAGNOLIA AVE
ORLANDO FL 32803

839 N MAGNOLIA AVE
A - ORLANDO, 32803

PAID: $30.00 0099-01154773 7/8/2024

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

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

2024 EXPIRES 9/30/2025

3010 ARCHITECT $30.00

3010-0505149

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

KLEINSTEUBER ERIC O

KMF ARCHITECTS
839 N MAGNOLIA AVE
ORLANDO FL 32803

839 N MAGNOLIA AVE
A - ORLANDO, 32803

PAID: $30.00 0099-01154773 7/8/2024

SCOTT RANDOLPH, TAX COLLECTOR · ORANGE COUNTY, FLORIDA

This receipt is official when validated by the Tax Collector.

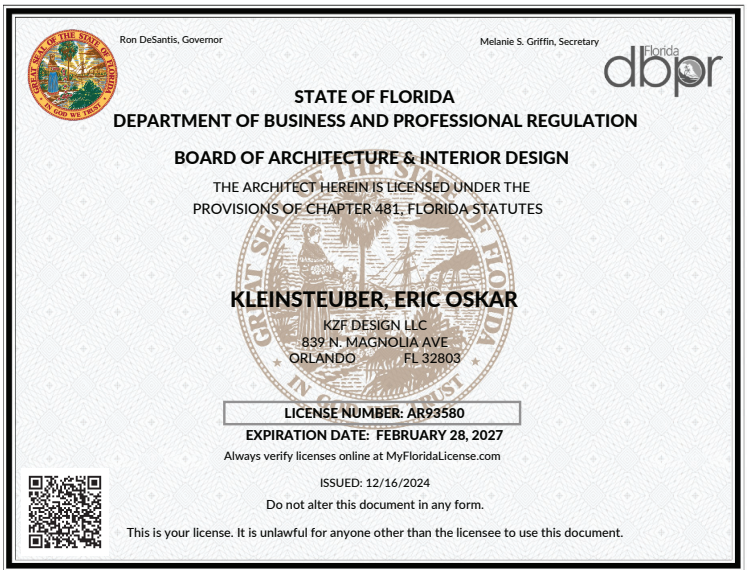
Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com | octaxcol

KMF

ARCHITECTS

ARCHITECT OF RECORD:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

KLEINSTEUBER, ERIC OSKAR

KZF DESIGN LLC
839 N. MAGNOLIA AVE
ORLANDO FL 32803

LICENSE NUMBER: AR93580
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/16/2024

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MEP OF RECORD:

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHAHNAMI, BOBAK

9325 SW 144ST
MIAMI FL 33176

LICENSE NUMBER: PE78419
EXPIRATION DATE: FEBRUARY 28, 2027
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STRUCTURAL ENGINEER OF RECORD:

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 7000202

RODRIGUEZ, KHARL A.

1911 GERONIMO TRAIL
MAITLAND FL 32751

LICENSE NUMBER: PE60239
EXPIRATION DATE: FEBRUARY 28, 2027
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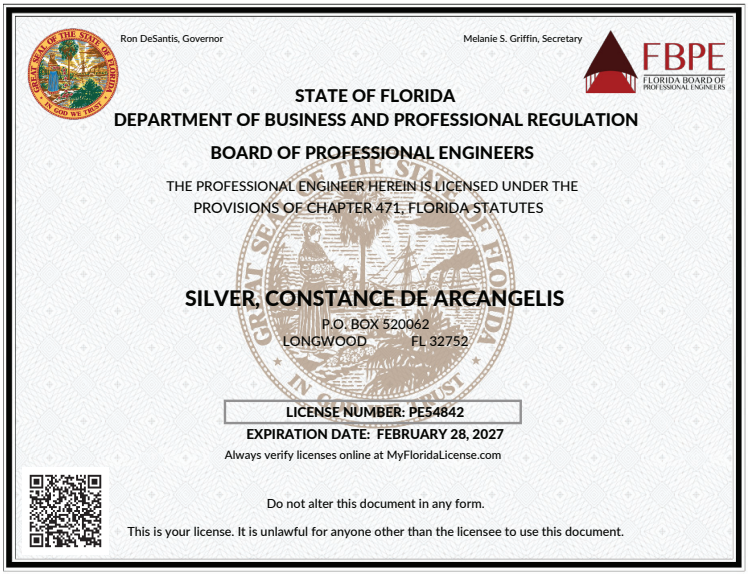
CIVIL ENGINEER OF RECORD:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SILVER, CONSTANCE DE ARCANGELIS

P.O. BOX 520062
LONGWOOD FL 32752

LICENSE NUMBER: PE54842
EXPIRATION DATE: FEBRUARY 28, 2027
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OTHER FIRM LICENSES:

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SCIME, SAMANTHA
2301 208TH PL SE
BOTHELL WA 98021

LICENSE NUMBER: AR102653
EXPIRATION DATE: FEBRUARY 28, 2027
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ISSUED: 12/31/2024
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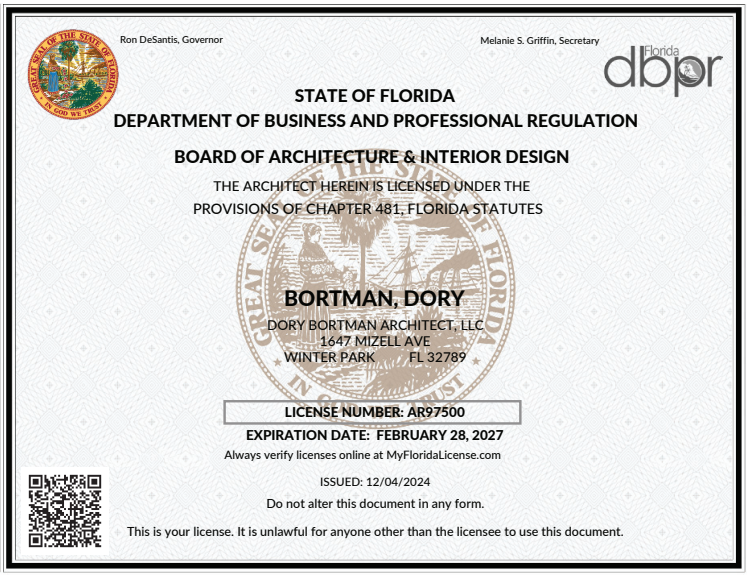

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BORTMAN, DORY
DORY BORTMAN ARCHITECT, LLC
1647 MIZELL AVE
WINTER PARK FL 32789

LICENSE NUMBER: AR97500
EXPIRATION DATE: FEBRUARY 28, 2027
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ISSUED: 12/04/2024
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GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Eric Oskar Kleinsteuber

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman — February 13, 2009 (Date Issued) — Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Rodney J. Bryant

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman — March 14, 2009 (Date Issued) — Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

TAB 6

LIST OF SUBCONSULTANTS

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

CONTINUITY OF PROJECT TEAM:

The team presented will be assigned to all City of Ocoee Projects. The City will have a Single Point of Contact at KMF Architects on all assignments. We will manage this team with constant communication that is carefully documented. The most experienced production staff will be added to each discipline on a project-by-project basis to best serve the City of Ocoee. If necessary, with approval of the City, KMF will add specialty consultants for specific future project needs that are currently unknown. KMF is confident in the abilities of this team and all of its members, as we have a long-standing track record of success with these specific subconsultants. We are pleased to present the following team to the City of Ocoee:

SGM ENGINEERING

Mechanical, Electrical, Plumbing and Fire Protection Engineering

SGM Engineering is a MBE firm with a long history of successful work with local and federal government agencies. SGM has acted as a consultant for over 20 MEP Continuing Contracts. Recent projects include the Orange County Fire Rescue Headquarters radio tower upgrade, the UCF Downtown Parking Garage Building, the UCF Business Administration Lobby Renovations (with KMF), and the Osceola County Silver Spurs Arena locker room upgrades (with KMF).

PREMIER STRUCTURAL ENGINEERING INC.

Structural Engineering

Premier Structural Engineering is a MBE owned by Kharl Rodriguez. With over 25 years of experience, Kharl has managed, designed, and inspected projects in the entertainment, judicial, healthcare, federal, and municipal markets. In addition to being a professional engineer, Kharl is also a licensed special inspector for threshold buildings. Projects include the UCF Public Safety Center and the Athens-Clarke County East and West Police Substations.

TRI^3

Civil Engineering

Tri3 Civil Engineering Design Studio is a MWBE firm offering full-service civil engineering consulting and design services to both public and private development clients throughout Central Florida. Their specific design team role will include civil engineering site work design, permitting, and construction administrative services. Notable projects include the City of Winter Garden Fire Station #22, the City of Port Orange Fire Stations #72 and #75, and the City of Winter Garden City Hall.

Coyle & Caron

Landscape Architecture

Coyle & Caron is a certified WBE landscape architecture and design firm established in 2002 by Sally Coyle and Quentin Caron. Their work can be seen around the world at the Smithsonial National Zoo and the Lisbon Aquarium, and locally at Bok Tower Gardens, Ivey Lane Park in Orlando, Nehrling Gardens in Gotha, and the Orlando Health Team Member Garden. Coyle & Caron works with KMF Architects constantly on a variety of projects.

CARLSSON INC
CONSTRUCTION COST ESTIMATORS

Cost Estimating

Carlsson Incorportated is a WBE construction cost consultant established in 2004 by Anita Trout. Anita has been providing cost-estimating services to the industry for over 20 years for both private and public clients throughout Florida, the Southeast and the Caribbean. Carlsson's recent cost estimating bid for Orange County Fire Rescue Training came in 6% under budget.

This team of subconsultants is the same team that is working together on Orange County Fire Rescue Training, Winter Park Fire Rescue Training, our Orange County fire stations, and numerous other continuing services projects.
We are ready and able to begin work for the City of Ocoee.

Bobby Shahnami P.E., CxA, LEED AP

SGM Engineering, Inc.

Mechanical Engineer

As President of SGM, Bobby has extensive experience in program, business development, project, construction management and managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. His experience includes over 3,000 projects with SGM worth $5B in construction value. Additionally, Bobby boasts over 25 years of experience in engineering and MEP quality control, and more than 17 years as a commissioning agent in the public safety facility sector.

Relevant Project Experience:

University of Central Florida
EDC Building
HVAC Replacement
Orlando, FL

Miami Dade College Building
1000 Artificial Intelligence Center
Miami, FL

FIU Chemistry & Physics Building HVAC & Lab Renovations
Miami, FL

FIU BBC Marine Science HVAC & Lab Renovations
Miami, FL

Florida Atlantic University
Building 12 Animal Lab Renovation

Justin Mundell, P.E., RCDD

SGM Engineering, Inc.

Electrical Engineer

Justin has 21 years of experience in electrical engineering. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He is involved in all aspects of new, renovation, addition, and modernization construction for public and private clients throughout Central and South Florida. design of electrical systems and has extensive experience with electrical renovations, alterations, and additions.

Relevant Project Experience:

Miami Dade College Building
1000 Artificial Intelligence Center
Miami, FL

FIU Chemistry & Physics Building HVAC & Lab Renovations
Miami, FL

FIU OE 3rd Floor
Laboratory Renovations
Miami, FL

FIU
Sudent Health Building
Miami, FL

Florida Atlantic University
Building 12 Animal Lab Renovation
Boca Raton, FL

Julian Harris, P.E.

SGM Engineering, Inc.

Plumbing & Fire Protection Designer

Julian has over seven years of plumbing and fire protection design/construction administration experience for local government, higher education, commercial, institutional, healthcare and residential clients. He has worked on numerous projects as a plumbing/ fire protection designer or engineer with all members of this team since working at SGM.

Relevant Project Experience:

Miami Dade College Building
1000 Artificial Intelligence Center
Miami, FL

Florida International University Chemistry & Physics Building HVAC & Lab Renovations & Boiler Plant
Miami, FL

University of Central Florida
EDC Building
HVAC Replacement
Orlando, FL

Florida International University OE 3rd Floor
Laboratory Renovations
Miami, FL

Constance Silver, PE, LEED AP

Tri3 Civil Engineering

Civil Engineer

Connie Silver is the founder and President of Tri3 Civil Engineering Design Studio, Inc. She brings with her over 34 years of experience in the Central Florida area and 14 years with Tri3 Civil Engineering Design Studio, Inc. Ms. Silver has been involved in a varied range of Educational/Institutional, Commercial, Industrial, Municipal, Residential (single and multifamily) and Roadway projects in the State of Florida.

Relevant Project Experience:

Orange County
Fire Station #31, #2, #71
Orlando, FL

Orange County
Fire Station #51 Security Improvements
Orlando, FL

Orange County
Fire Training Facility
Orlando, FL

Orange County
Sheriff's Office Evidence Warehouse Storage Facility
Orlando, FL

Orange County Mosquito Control Facility
Orlando, FL

Kharl Rodriguez, PE

Premier Structural Engineering

Structural Engineer

Kharl Rodriguez has over 25 years of experience in the field of structural engineering. During this time he has successfully managed, designed, and inspected projects in several sectors. Among them include the entertainment, judicial, healthcare, federal, and municipal markets. In addition to being a licensed professional engineer, Mr. Rodriguez is also a licensed special inspector for threshold buildings.

Relevant Project Experience:

Orange County
Fire Rescue Training Facility
Orlando, FL

Mosquito Control Facility
Orlando, FL

University of Florida
DCP Collaboratory
Gainesville, FL

University of Florida
Architecture Building
Renovations
Gainesville, FL

James A. Haley Medical
Center Research Lab
Renovation Tampa, FL

Sally Coyle

Coyle & Caron Inc.

Landscape Architect

Sally Coyle is a landscape architect and President of Coyle & Caron, Inc., a certified WBE. She has directed multi-disciplinary teams and been a leading participant on many successful projects for both public and private clients including: municipalities, schools, non-profits, housing authorities, commercial and residential developers, architects, and engineers. Sally is involved in early concept phases through the end of construction, creating innovative solutions for architects, owners, operators, and construction teams. Sally is a Harvard alumna.

Relevant Project Experience:

Orange County
Fire Training Facility
Orlando, FL

Orange County
Sheriff's Office Evidence
Warehouse Storage Facility
Orlando, FL

Queens University of
Charlotte
Charlotte, NC
Master-planning

Inly School
Scituate, MA
Continuing landscape
architecture services

Anita Trout

Carlsson

Cost Estimator

Anita Carlsson Trout is the founder and President of Carlsson Construction Estimators Inc. a WBE cost consulting firm in Longwood, Florida. Anita has been providing cost estimating/ cost management services to the construction community for over 35 years in several capacities including project cost control, management, owner's representative and business management and marketing. As Principal Estimator, Anita provides detailed cost estimates and quantities for all aspects of projects with a focus on architectural, structural, and mechanical estimating.

Relevant Project Experience:

Orange County
Fire Rescue Training Facility
Orlando, FL

Orange County Government
Mosquito Control Facility
Orlando, FL

University of Florida
DCP Collaboratory
Gainesville, FL

University of Florida
Architecture Building
Renovations
Gainesville, FL

GatorSketch Public Safety
Complex/EOC
Groveland, FL

TAB 7

REFERENCES

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

ORANGE COUNTY
NAME: Ms. Sara Flynn-Kramer
TITLE: Manager of the Orange County Division of Capital Projects
CONTACT: Sara.Flynn-Kramer@ocfl.net // 407-402-0672
PROJECT IDENTIFICATION: Orange County Continuing Services Projects

CITY OF ORLANDO
NAME: Mr. Todd Damon
TITLE: Facilities Project Manager
CONTACT: todd.damon@orlando.gov // 407-832-1976
PROJECT IDENTIFICATION: City of Orlando Continuing Services Projects

ORANGE COUNTY: FIRE STATIONS
NAME: Mr. Scott Reekie
TITLE: Orange County Capital Projects Division Project Manager
CONTACT: 407-836-0044; Scott.Reekie@ocfl.net
PROJECT IDENTIFICATION: Orange County Fire Stations 31 and 49

ORANGE COUNTY: FIRE RESCUE TRAINING FACILITY
NAME: Chief John Westmoreland
TITLE: Division Chief, Logistics
CONTACT: 407-448-4849; John.Westmoreland@ocfl.net
PROJECT IDENTIFICATION: Orange County Fire Rescue Training Center

ORANGE COUNTY SHERIFF'S OFFICE
NAME: Mr. Daniel Divine
TITLE: Research and Development Manager
CONTACT: 407-254-7472; daniel.divine@ocsofl.com
PROJECT IDENTIFICATION: Orange County Sheriff's Office + Orange County Fleet Assessment

CITY OF WINTER PARK
NAME: Mr. Dan Hagedorn
TITLE: Fire Chief
CONTACT: 407-599-3299; DHagerdorn@cityofwinterpark.org
PROJECT IDENTIFICATION: City of Winter Park Fire Rescue Training Facility + WP Fire Station SW

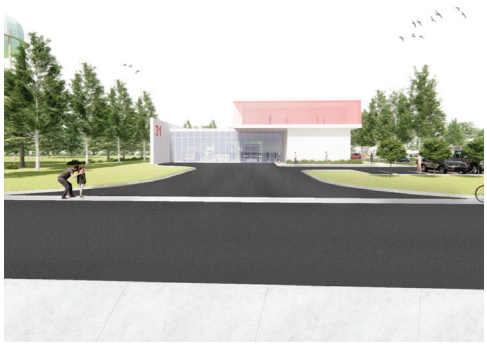
CITY OF CASSELBERRY
NAME: Mr. Andy Brooks
TITLE: Director of Administrative Services
CONTACT: 407-262-7700 Ext.1150; abrooks@casselberry.org
PROJECT IDENTIFICATION: City of Casselberry Continuing Services Projects

TAB 8

EXPERIENCE OF A PROJECT APPROACH FOR THE DESIGN OF A FIRE STATION

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

OC Fire Station 49


OC Fire Station 31

OC Fire Rescue Training Facility

EXPERIENCE WITH FIRE STATIONS AND FIRE TRAINING FACILITIES:

KMF has become a leader for fire stations and public safety facility design. Our experience with stations began with renovations to current buildings around Orange County, along with the addition of solar arrays on many stations in order to increase energy-efficiency. Since then, we have designed several stations to fit tricky sites, such as our new urban two-story prototype for Orange County which is being used for Fire Station 31 and Fire Station 49. Fire Station 31 needed to be squeezed onto a 1.5 acre site in a busy Dr. Phillips neighborhood near a water tower. KMF was able to design a two-story station to achieve the square footage needed for the firefighters living space and 3-bays. With hardly any two-story stations in Orange County, this was a new solution implemented by our team. We were also just contracted last month to complete renovations to several fire stations in the City of Eustis. KMF knows fire stations. However, it is important to point out that we do not have hundreds of fire stations around the state either; this ensures that the City of Ocoee would get an original design, geared toward your site and your needs. Unlike some other larger firms with hundreds of the same cookie-cutter station, Ocoee's fire station will be unique.

Another thing that distinguishes us from our competition is our recent experience in the past three years designed fire rescue training facilities. More in-depth than a single fire station, our Orange County Fire Rescue Training Facility is a multi-building campus on 60 acres built for the sole purpose of training Orange County's brave firefighters to be safe and successful on the job using the latest technology and modern design. A main building houses an apparatus bay as part of a mock fire station, a complete classroom wing that can double as a 100-person ceremony space, a full fitness center, an administration wing, and expansive locker rooms. A short walk away, firefighters can train for real-life emergency situations inside a burn building or a drill tower and structural collapse building using burn props. Further out on the site sits the CPAT training center and a submerged trench training space. KMF completed all stages of the design of this project, from master plan sketches to weekly construction management. We are eager for the opening of this facility this summer, and we are proud to have been selected to put our knowledge of architecture towards protecting the firefighters and, ultimately, the citizens, of Orange County.

Minneola Fire and Police Substation

Hernando County Fire Station 4

Winter Park Burn Building

KMF is also just completing the design of the Winter Park Fire Rescue Training Facility. The first phase of this project includes a four-story burn building and a pavilion with a drive-through apparatus bay. This facility will serve the firefighters and citizens of the City of Winter Park.

In Minneola, we are designing a combined fire and police station which will house both firefighters and police officers, and in Hernando County, we are in the master planning stages of a new 60-acre public safety campus. KMF knows how to work with public safety officials. Details on each of these projects are included in the following pages. KMF would be honored to be chosen to design the City of Ocoee's new fire station.

HOW KMF ARCHITECTS WOULD APPROACH THE CITY OF OCOEE FIRE STATION:

KMF Architects has pioneered a distinctive approach to designing fire stations, blending functionality with a deep understanding of community needs. Our method begins with a thorough analysis of the unique requirements of your site at 2121 N. Lakewood Avenue. We will consider both the emergency response needs and the community's architectural character. Unlike generic designs, KMF Architects prioritizes the integration of the fire station into its surrounding environment, ensuring the building serves not just as a functional structure but also as a community asset. Our designs reflect a strong sense of local identity, with each fire station tailored to fit within the aesthetic, cultural, and geographic context of the area it serves.

At the core of KMF Architects' approach is a commitment to the safety and efficiency of the firefighters. Our plan will maximize the flow of personnel and equipment during emergencies, utilizing advanced spatial planning to minimize response times. The layout of the fire station is strategically organized to ensure quick access to fire trucks, equipment storage, and training facilities. Furthermore, we incorporate flexible spaces that allow for future upgrades, ensuring that the fire station can evolve as technology and emergency-services practices advance over time. This forward-thinking aspect of our design helps fire departments adapt to changing demands while maintaining optimal operational efficiency.

City of Orlando Fire Station 06 Reroof

City of Orlando Fire Station 07 Solar Panels

OC Fire Rescue Training Facility Gym

Another important feature of our method is our focus on sustainability. We incorporate environmentally conscious practices into our design and construction, such as energy-efficient building materials, water-saving fixtures, and renewable energy solutions. Fire stations are designed to be long-lasting, using durable materials that can withstand the wear and tear of daily use while also reducing maintenance costs in the long run. This sustainable approach aligns with KMF Architects' commitment to create spaces that benefit both the environment and the community for years to come.

KMF Architects also places significant emphasis on the well-being of the fire station personnel. Understanding the physical and emotional demands of the profession, we design spaces that foster the health and morale of our local heroes. This includes creating comfortable living quarters, fitness centers, and communal spaces that encourage collaboration and camaraderie among the firefighters. We take into account the mental and emotional toll of the job, providing calming environments that promote rest and recovery. This holistic approach to fire station design, which balances functionality with the welfare of the individuals who work within it, sets KMF Architects apart as leaders in the field.

KMF Team at the 343 Hero Challenge

KMF on site at OC Fire Rescue Training

Fire Rescue Training Facility

PROJECT
OCFRD New Training Facility

LOCATION
Orlando, FL

SIZE
32,000 SF

COST
Est. $36,800,000

CURRENT PHASE
Construction Administration

COMPLETION
Est. Summer 2025

DELIVERY METHOD
Design-Bid-Build

SCOPE
New Construction

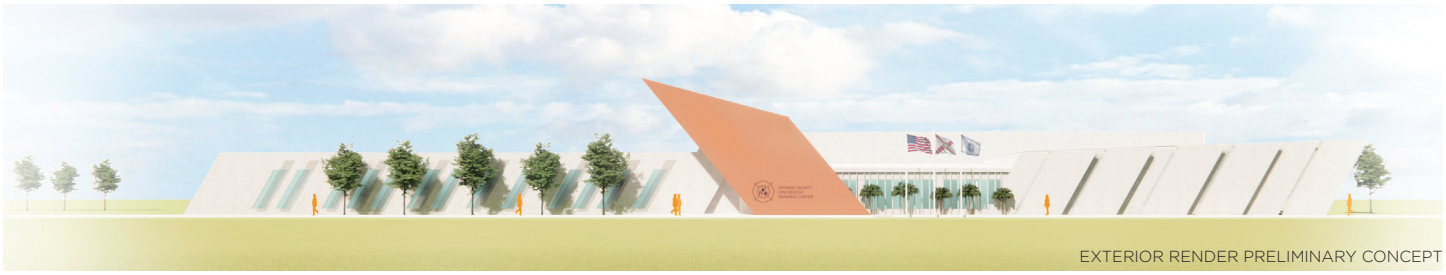
CONTACT
Orange County
Mr. Scott Reekie
400 East South Street
Orlando, FL 32801
P: (407) 836 - 0044
F: unavailable
Scott.Reekie@ocfl.net

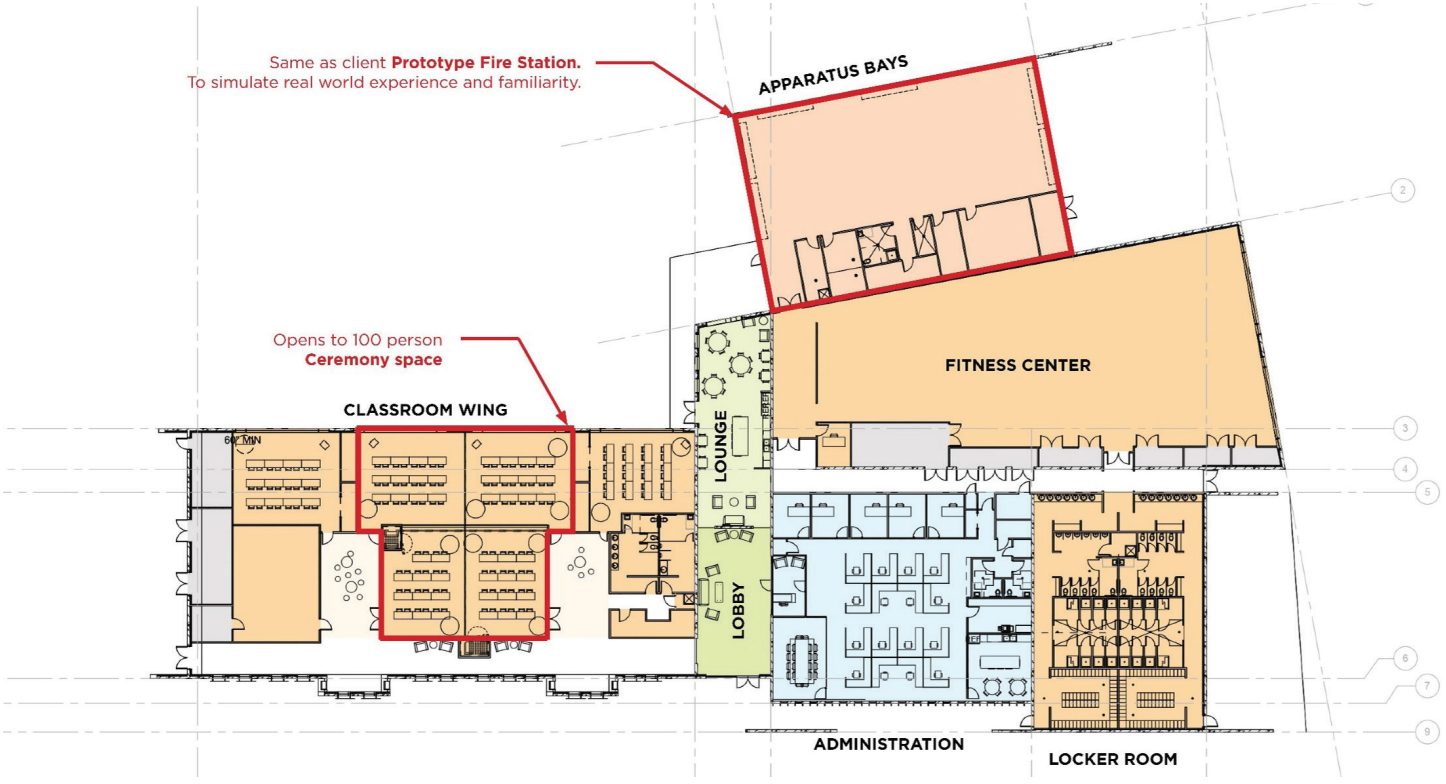
This 32,000 SF project centers around the dedicated personnel who will use it in three aspects: Rescue, Community, and Training. It is designed to include a classroom wing, fitness center, administration wing, locker room, lobby, and apparatus bay. KMF also incorporated flexibility of space into the programming, allowing the classroom wing to open up into a 100-person ceremony space (adjacent to storage rooms for accessible equipment), while the apparatus bays serve as prototype fire stations to stimulate real world experiences.

The 60-degree gesture of the exterior concrete tilt wall panels will be the foundation of construction of the building while also echoing the emblem of the ladder as a symbol of connectivity and safety. By using this method, it will reduce construction time, cost, limit waste materials, and provide structural strength and durability to the exterior of the building. KMF also addresses environmentalism on all fronts in this project, as the entire building will be equipped with solar panels and the building, props, bioswale, and retention ponds are strategically placed as to not interrupt the surrounding wetlands on the site.

ADMINISTRATION

CLASSROOM HALL

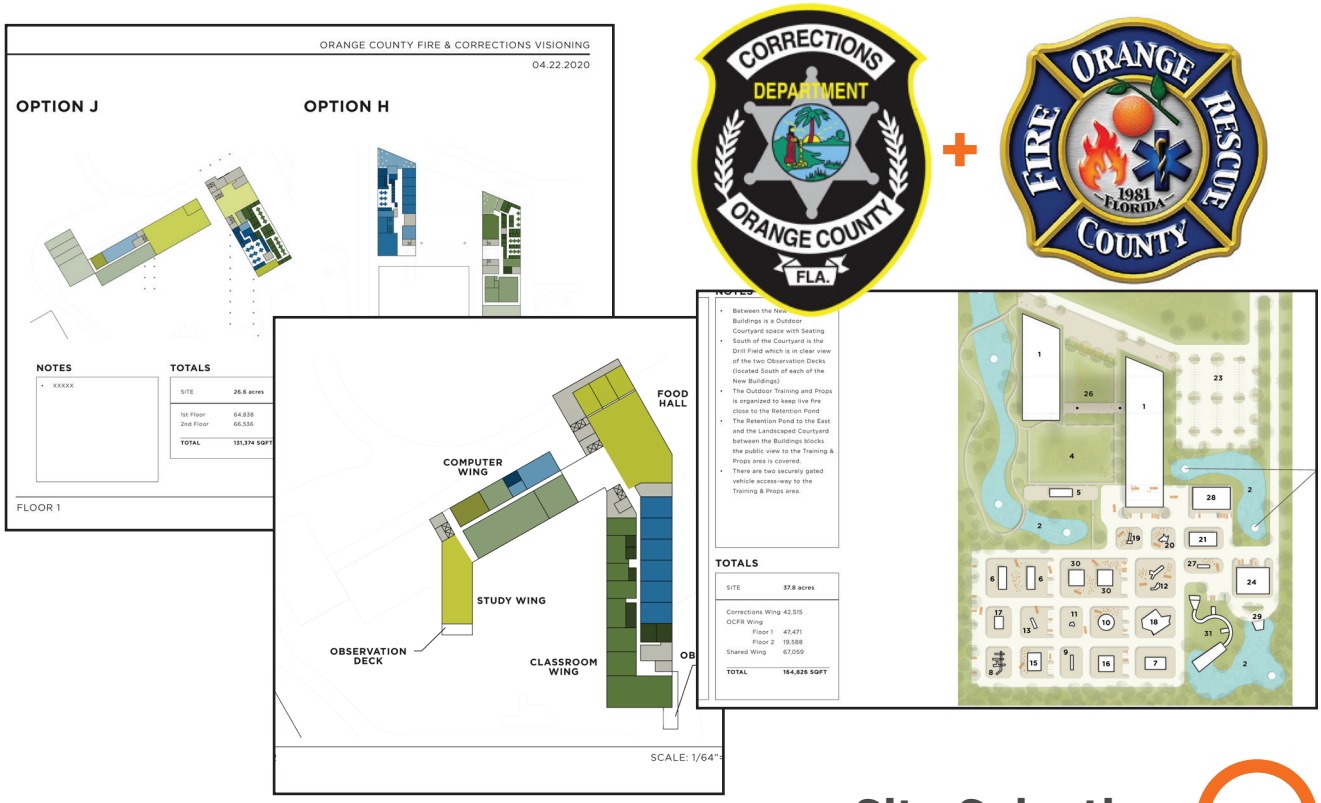

EXTERIOR RENDER PRELIMINARY CONCEPT



1

Master Planning

In 2019, KMF Architects was selected to develop a Master Plan of the new Orange County Public Safety Training Facility. The Master Plan went through "Blue Sky" programming and analysis with both the Orange County Fire Rescue Department and Orange County Corrections staff. Orange County's original intent was to combine the two departments onto one campus and share training spaces. Through multiple program and design iterations, working closely with department staff, various end-user surveys, and careful analysis of all department needs, KMF was able to deliver the Master Plan concept in 2020. KMF soon began working closely with Orange County Real Estate Management to select a site that would meet the departments' needs and bring this vision to life. Ultimately, Orange County chose to move forward without Corrections on the training site and thus the program became exclusively intended for Fire Rescue.



Site Selection

2

Pictured: KMF's Eric Kleinsteuber and Samantha Scime, Orange County Fire Chief Fitzgerald, Chief Rios, Chief Wajda, and Orange County Project Manager Scott Reekie.

With program direction in mind, KMF, side by side with the Orange County Fire Rescue Department and Orange County Real Estate Management Division, worked together to find the best site for the new training headquarters in Orlando, FL. This process included rigorous coordination with Orange County Utilities, St. Johns Stormwater Management, and local utility companies to accommodate the complex and unique demands of the project and how it would fit seamlessly into the chosen landscape.

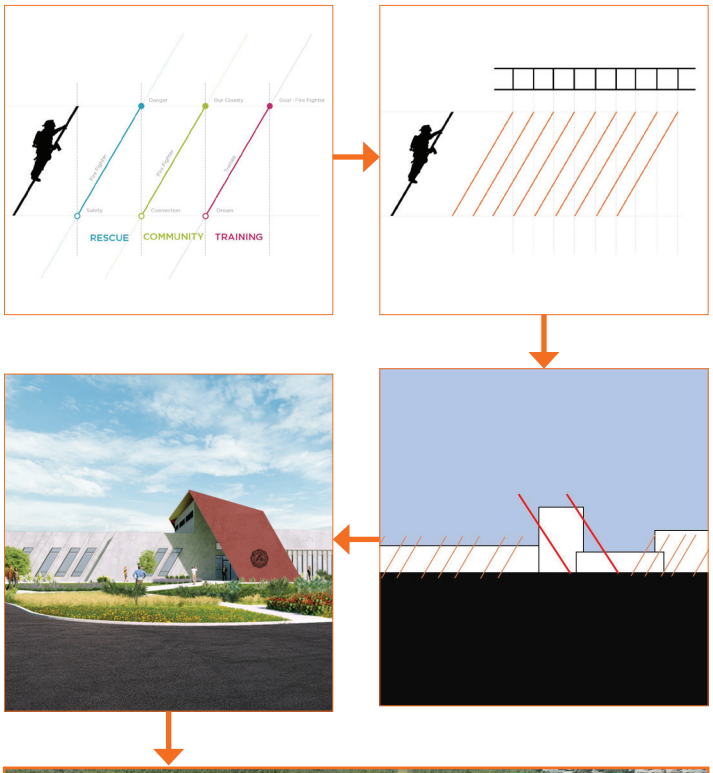
3

Award of Design

After a highly regarded and successful Master Plan, KMF Architects was subsequently awarded the final design and construction documents (CDs) in 2021. Our team seamlessly transitioned into designing the campus, including program modifications that catered functions and adjacencies towards Fire Rescue, rather than Corrections. Once a preferred site was determined, KMF performed critical final coordination to accommodate the site's irregular topography and landscape which presented additional challenges, such as large easements, surrounding wetlands, and utilities connections. KMF continued to work closely with OCU, Real Estate, and our Environmental consultants to finalize a site plan that not only works for today, but also for future development needs 10+ years down the line. Next, final design presentations began.

From Concept to Final Design

4



A Design Criteria Package (DCP) was presented to the Orange County Fire Rescue Department in June 2021 and final design preparations commenced. KMF meticulously researched training props, applicable fire training codes, sustainable materials, and everything else that goes into such a robust campus. Working closely with our structural engineer, KMF designed a Structural Collapse and Trench, as well as a Candidate Physical Agility Testing Building (CPAT). Additional DCPs were created for the two Drill Towers, the Burn Building, and the Props Field, which included a Vehicle Fire, Flashover Simulator, Pressure Vessel, and 5 other live training props. KMF also conducted several pre-reviews with the building department to prepare for the permit application process. KMF and our civil engineer led the permitting process and applied for all permits, including 9 building permits, a flood zone permit, environmental compliance, and successfully achieved variance approvals. The project received final permit approvals in April 2023 and has successfully procured and bid to a general contractor 6% under budget. KMF will continue to be actively involved throughout CA and close-out.

Proudly Bidding 6% Under Budget

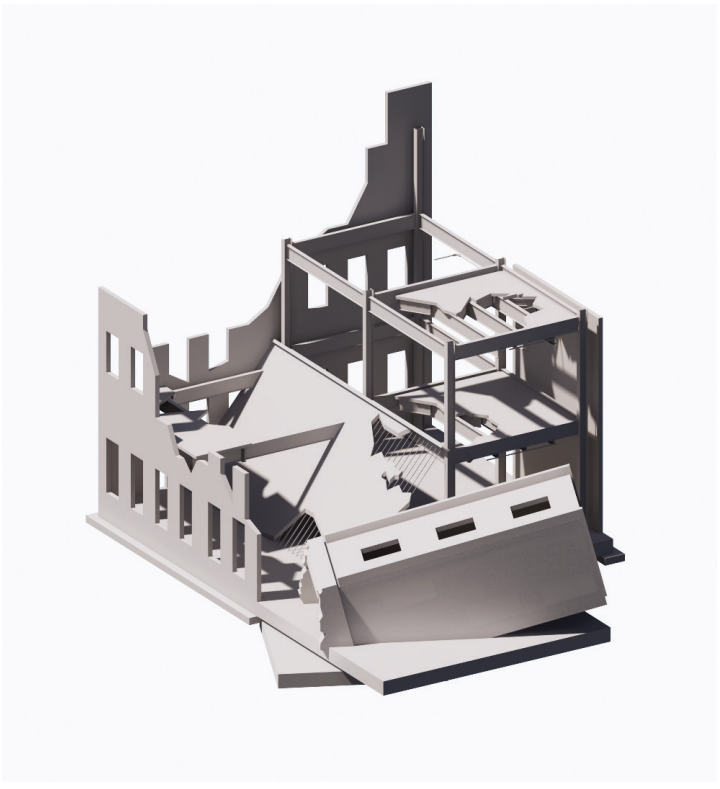
5

Lobby & Classroom

Lounge

Burn Building

Drill Tower & Structural Collapse



COMING
2025

CITY OF WINTER PARK

Fire Rescue Training Facility

PROJECT
New Fire Training Facility

LOCATION
Winter Park, FL

SIZE
8,011 SF

COST
Est. $1,200,000

CURRENT PHASE
Bidding

COMPLETION
Est. 2027

DELIVERY METHOD
Design-Bid-Build

SCOPE
New Construction

CONTACT
City of Winter Park
Fire Chief Dan Hagedorn
343 W Canton Ave
Winter Park, FL 32789
P: (407) 599 - 3299
DHagedorn@cityofwinerpark.org

The City of Winter Park called on KMF Architects to construct a new training center for Firefighters and Leaders. The fire training structure / tower will utilize a structural steel frame system and curtain wall design. The project includes a new burn building for live fire training and a new pavilion with restrooms and a seating area. This project is the first phase of development on a multi-acre site. This design phase consists of a pavilion building and a 4-story fire training tower (burn building). The 4-story training tower structurally consists of multistory structural steel braced frames, heavy gauge steel joists with metal decking, and a steel exterior wall panel system. The pavilion structure includes a covered drive-thru apparatus bay, elegantly exposed structural steel tube framing, and structural glazed masonry. KMF actively led and participated in design charettes with the Fire Rescue staff to develop a comprehensive, phased plan to construct this facility. As a project that will be constructed in phases, KMF worked closely with the City of Winter Park to determine a phasing plan that will allow the City to allocate funds as they become available, as well as utilize grant funding that is nearing its deadline to spend. Located in Winter Park, FL and currently in production, this new Fire Training Facility will proudly serve the Winter Park Fire Rescue Department.

Fire Station 51 Site Security Assessment & Renovations

PROJECT
Security Assessment & CDs

LOCATION
Orlando, FL

SIZE
1.5 Acres

COST
Est. $490,000

CURRENT PHASE
Construction Documents

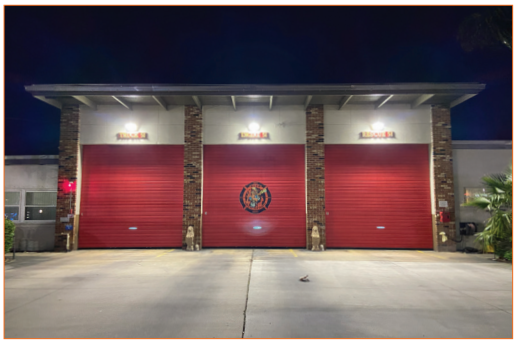
COMPLETION
2024

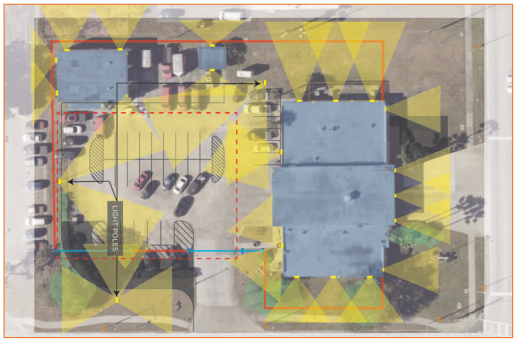
DELIVERY METHOD
Design-Bid-Build

SCOPE
Security Assessment & Reno

CONTACT
Orange County
Mr. Scott Reekie
400 East South Street
Orlando, FL 32801
P: (407) 836 - 0044
Scott.Reekie@ocfl.net

In 2022, Orange County requested KMF Architects to perform a security assessment at the existing Fire Station 51 location in Orlando, FL. After a review of the site, the County requested a new gate access, fencing around the perimeter of the buildings, improved lighting, a security access system, and additional parking on the north side of the Fire Station. KMF evaluated the effectiveness of lighting and perimeter conditions, visiting the site the morning/daytime hours and at nighttime to best understand the security issues at all times of the day, and provided new security solutions for this facility as well as a rough order of magnitude (ROM). As a result of the successful assessment, Orange County requested KMF Architects to continue the project through design and CDs to bring the proposed modifications to life. KMF is currently implementing the assessment now, generating the design and construction documents for the new security measures, and working closely with Orange County, Orange County Fire Rescue Department, and specifically the team at Fire Station 51 throughout the process.





Fire Station 31

PROJECT
Fire Station

LOCATION
Orlando, FL

SIZE
16,000 SF

COST
$10M

CURRENT PHASE
Design Documents

COMPLETION
Summer 2026

DELIVERY METHOD
Design-Bid-Build

SCOPE
New Construction

CONTACT
Orange County
Scott Reekie
400 E. South Street
Orlando, FL 32801
P: (407) 836-0044
Email: scott.reekie@ocfl.net

KMF conducted an initial assessment for the County to evaluate the feasibility of constructing a two-story fire station on a highly constrained 1.5-acre site in the Dr. Phillips neighborhood of Orlando, Florida. Given the County's limited experience with two-story fire stations, KMF facilitated multiple meetings with stakeholders and end users to thoroughly understand their operational needs and ensure they were fully addressed in the proposed design. Concurrently, KMF's civil engineering team worked meticulously to accommodate a three-bay fire station, 17 parking spaces, a generator, a fueling area, and a 0.5-acre retention pond, all within the confined 1.5 acre site. This was a difficult task to say the least, but through detailed planning and innovative design solutions, the team successfully met all project requirements.

Following the assessment, KMF was awarded the design of the new fire station. The team is now translating the findings and decisions from the assessment phase into construction documents. This process includes weekly coordination with mechanical, electrical, plumbing, fire protection, landscape, civil, cost estimation, and traffic consultants. Recognizing the County's previous challenges with delayed signalization processes, KMF proactively engaged a traffic consultant early in the project to design the emergency signal intersection and ensure timely completion of this critical component.

This project demonstrates KMF's ability to overcome complex site constraints, facilitate meaningful collaboration with stakeholders, and deliver efficient, functional, and innovative design solutions. Our commitment to thorough planning and attention to detail ensures that the County's goals and operational needs are met, setting a strong foundation for the successful completion of this essential community facility.

Two-Story Urban Fire Station Prototype

PROJECT
Urban Fire Station Prototype

LOCATION
Orange County, FL

SIZE
9,000 SF

COST
N/A - Concept Design Only

CURRENT PHASE
Complete

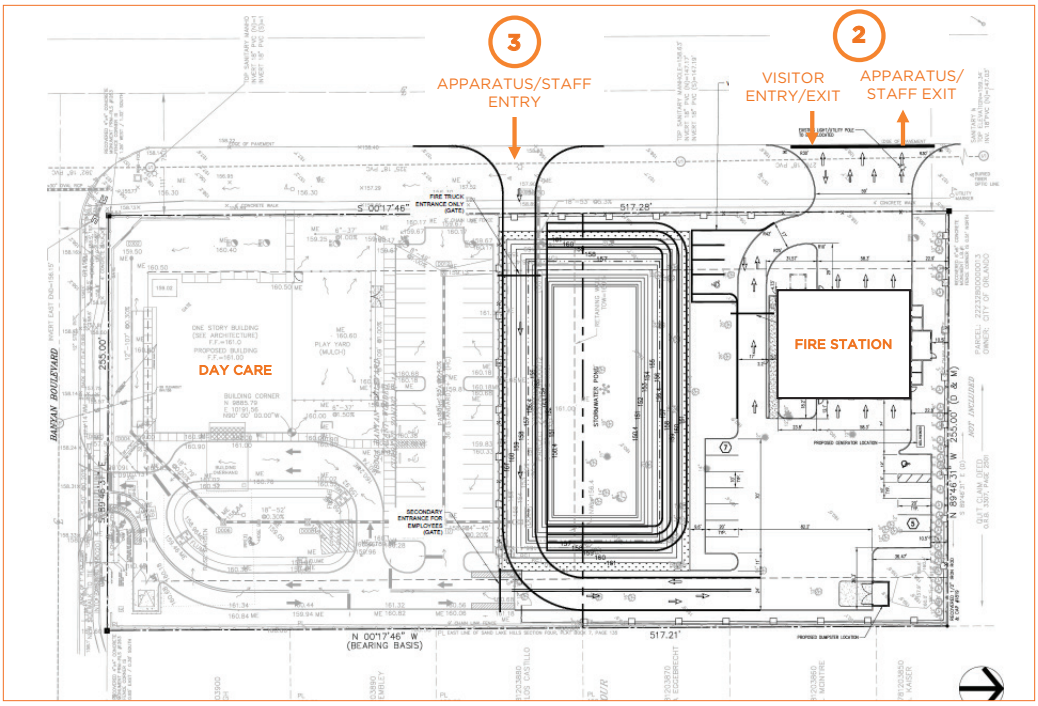
COMPLETION
May 2023

DELIVERY METHOD
Assessment

SCOPE
Site Assessment & Prototype

CONTACT
Orange County
Mr. Scott Reekie
400 East South Street
Orlando, FL 32801
P: (407) 836 - 0044
Scott.Reekie@ocfl.net

Orange County tasked KMF Architects with assessing an existing vacant site owned by Orange County Real Estate Management for relocating operations from an old Fire Station to a new prototype in Orlando, FL. Real Estate Management faced challenges with site issues, including traffic conflicts between fire apparatus and adjacent day care traffic. Designing a fire station on these small sites presented additional hurdles, such as fitting the necessary apparatus and ensuring efficient maneuvering space within tight confines. KMF tackled these challenges through detailed space analysis, traffic studies, and innovative design solutions. We proposed three site layout options: a 2-Bay "Stack" design, a 3-Bay "Stagger" design, and a 3-Bay "Block" design. Our recommendation included a new curb cut, which was approved by the Transportation Agency, resolving the long-standing issue of land usability. The 3-Bay "Block" option was selected, and KMF developed a prototype that was successfully implemented for both Fire Station 31 and Fire Station 49, addressing the complexities of small, challenging sites effectively.



Springhill Fire Station 49

PROJECT
Springhill Fire Station 49

LOCATION
Horizon West, FL

SIZE
16,000 SF

COST
N/A (assessment)

CURRENT PHASE
Assessment/Design

COMPLETION
2026

DELIVERY METHOD
DESIGN/BUILD

SCOPE
Assessment/New Construction

CONTACT
Orange County
Mindy Cummings
400 E. South St.
Orlando, FL 32801
P: (407) 836-7097
Mindy.Cummings@ocfl.net

As Orange County's population continues to expand, the demand for additional fire stations has become critical to maintaining acceptable emergency response times and effectively serving the community. This ongoing assessment evaluates the feasibility of constructing a new fire station in the Horizon West area of Florida.

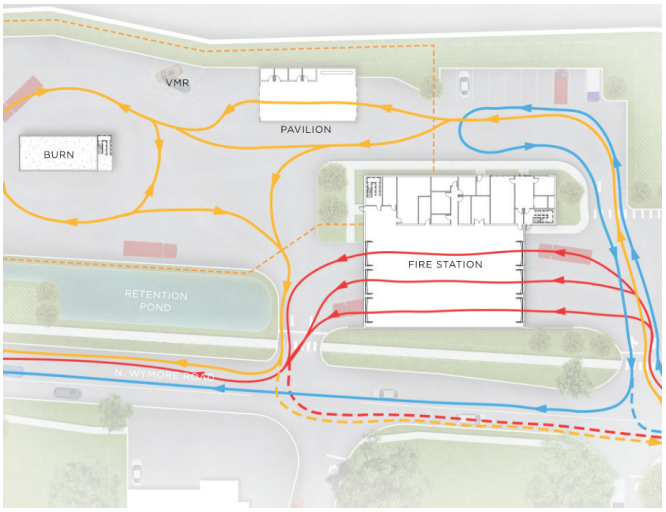
The initial phase of the assessment focused on a triangular site identified through the County's APF (Adequate Public Facilities) Agreement with a developer. KMF and its team of consultants conducted a comprehensive review of the site, including an analysis of the County's Code and Comprehensive Policy Plan, the APF Agreement, response times, potential delays, site configuration, preliminary soil conditions, jurisdictional requirements, site development standards, grading, and utility access points. The analysis concluded that the site was unsuitable due to extended response times, its location within a shopping center, significant site grading challenges, and the necessity for an extensive retaining wall.

Subsequently, KMF collaborated with the County's real estate team to identify an alternative site. Within the same vicinity, Disney owns a large undeveloped parcel designated for future development. Through multiple meetings between the County, KMF, and Disney, a viable location for the future fire station was identified and an initial site layout was accepted. The County has since initiated surveying and geotechnical investigations.

With the 2.5 acre site offered by Disney, KMF was able to develop a creative and efficient design solution that address the constraints of the site. The proposed design accommodates a two-story, three-bay fire station on the compact parcel, meeting Disney's land-use criteria while achieving the County's operational goals, including a response time of under five minutes.

CITY OF WINTER PARK

FIRE STATION SW



PROJECT
Fire Station

LOCATION
Winter Park, FL

SIZE
16,000 SF

COST
$9M

CURRENT PHASE
Planning

COMPLETION
Spring 2027

DELIVERY METHOD
Design Build

SCOPE
Assessment/New Construction

CONTACT
City of Winter Park
Fire Chief Dan Hagedorn
343 W Canton Ave
Winter Park, FL 32789
P: (407) 599 - 3299
DHagedorn@cityofwinerpark.org

The City of Winter Park engaged KMF Architects to assess the feasibility of combining a fire station and a fire training program on a compact, narrow site within the city. The unique constraints of the site, particularly regarding vehicular circulation for large apparatus, presented significant design challenges. KMF conducted an extensive series of charrettes and collaborative meetings with stakeholders, including city officials, fire department leadership, and end users, to fully understand operational needs and priorities.

Through innovative problem-solving and careful site analysis, KMF developed a design solution that addressed these challenges while meeting the programmatic goals of the project. The proposed design provides direct emergency exit routes for responding apparatus, ensuring efficient and safe operations. The layout also strategically separates the fire station from the training portion of the site, optimizing functionality for both programs. Furthermore, the design accommodates ample parking for staff and trainees while incorporating on-site stormwater retention, maximizing the limited available space.

Based on available grant funding, KMF was directed to proceed with the design of the training portion of the site, while making provisions for the future development of the fire station. This forward-thinking approach ensures that the site can seamlessly support the long-term vision of the City, allowing for phased development while minimizing disruptions.

The City of Winter Park's trust in KMF highlights our ability to develop innovative solutions for complex, multi-faceted projects on constrained sites. Our collaborative approach, technical expertise, and commitment to balancing current needs with future growth opportunities demonstrate our capability to deliver thoughtful, efficient, and adaptable designs. This project underscores our dedication to serving municipalities and public safety agencies with tailored solutions that enhance their ability to serve the community effectively.

Station 88: Minneola Fire and Police Sub-Station

PROJECT
Fire and Police Sub-Station

LOCATION
Minneola, FL

SIZE
12,000 SF

COST
$8M

CURRENT PHASE
Design

COMPLETION
Winter 2026

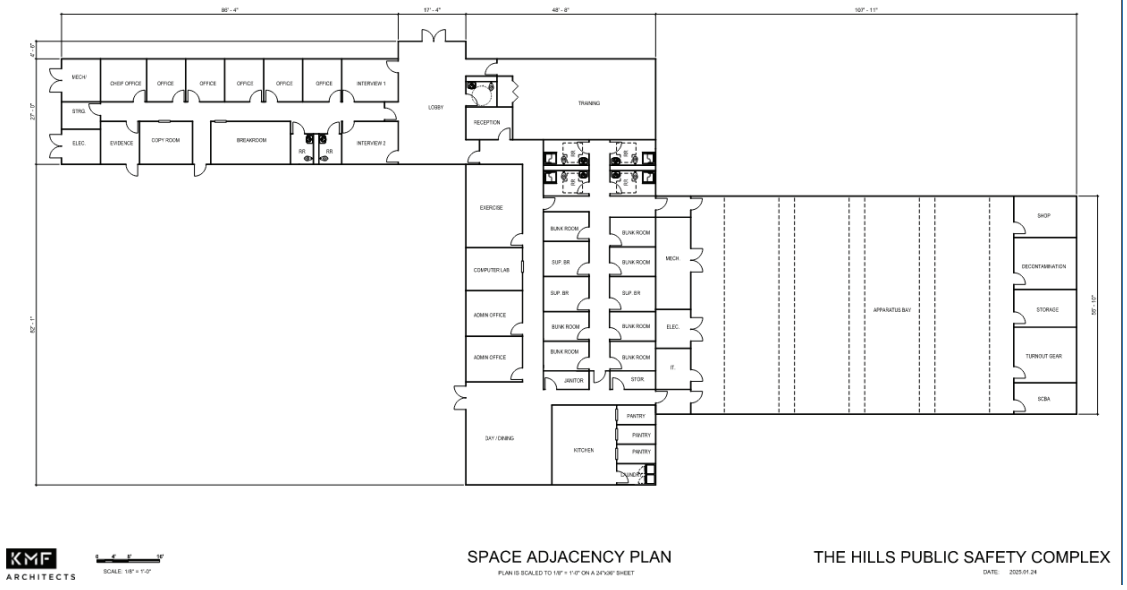
DELIVERY METHOD
Design Build

SCOPE
New Construction

CONTACT
City of Minneola
Chief Daniel DiBiasie
800 N. U.S. Highway 27
Minneola, FL 34715
P: (352)-394-3598 x 201
ddibiasie@minneola.us

KMF is currently designing Station 88, a creative new fire and police sub-station, to accommodate the needs of the City of Minneola's firefighting and police forces. We began with a site development study of the available 20 acres, including a tree survey with the goal of saving as many trees as possible, to determine the best 5-acre plot for the building. The remaining 15 acres will be master-planned at a later date. The fire station will include four drive-through apparatus bays with direct source exhaust capture system, 360 degree access around the station, and a reception area. For the firefighters, space will include four unisex bathrooms with showers, a dayroom, a kitchen, and a minimum of ten individual sleeping rooms.

Two administrative offices will be accessed separately from the living areas. The sheriff's space of this combined station will include four offices, an interview room, a decontamination space, and a designated break room for deputies. A shared training and exercise room, as well as outdoor space, will be shared between the firefighters and deputies.



KMF ARCHITECTS

SPACE ADJACENCY PLAN

PLAN IS SCALED TO 1/8" = 1'-0" ON A 24"x36" SHEET

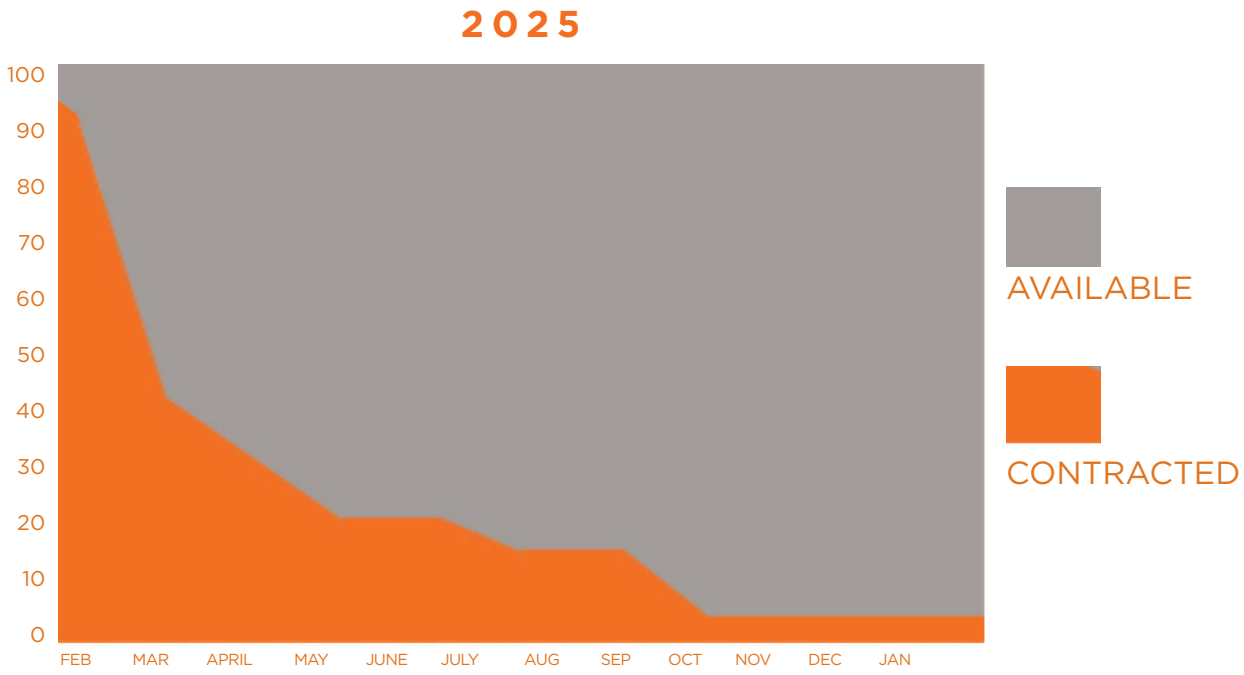
THE HILLS PUBLIC SAFETY COMPLEX

DATE: 2025.01.24

TAB 9

CURRENT AND PROJECTED WORKLOAD

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS



ADEQUACY OF RESOURCES

KMF maintains a staff level that can accommodate multiple projects and flexible start times for the City of Ocoee. Our continued growth allows us to perform at the highest standard. Our current, contracted workload is reflected in the graph above. We currently have approximately 80 projects open, of various sizes and in various stages of the design process, which you will see in the following Excel sheet. While currently working near capacity, a significant amount of staff availability will be realized in the next 60 days. We are ready and able to perform for you.

FAST AND EFFICIENT RESPONSE

KMF Architects understands that the nature of continuing services projects may sometimes require immediate in-person attention. We can have staff in Ocoee immediately when needed, as we are conveniently located in Orlando. We also regularly respond to client requests “to take a look at something” and can be mobile in a matter of minutes. Conversely, our entire staff is equipped with Microsoft Teams for immediate virtual response as the industry and the world continues to adapt to a more virtual platform. While the click of a button can get you a face-to-face with anybody on our staff, we understand the need to have in-person communication and attention and will be available to Ocoee as requested.

OUR COMMITMENT TO YOU

KMF Architects is proud to offer our qualifications for Continuing Architectural Services with a fire station task order. Our project team is available and committed to perform in a timely fashion. Having performed this same type of project in the immediate past for Orange County, Hernando County, and Winter Park, our team already has set practices in place to ensure the applicable required codes and standards are integrated into our daily process. We are already well-versed with State of Florida and Orange County codes, regulations and laws. We will familiarize ourselves with the City of Ocoee codes and will proactively set up our technology to reflect those drawing standards and annotations. As part of our QA/QC process, our team will review all code requirements and the City of Ocoee codes to ensure all code and owner requirements have been met.

KMF would be honored to be chosen to provide architectural services to the City of Ocoee.

City of Ocoee

PROFESSIONAL QUALIFICATIONS SUPPLEMENT - WORKLOAD

APPLICANT NAME:	KZF DESIGN LLC, DBA KMF ARCHITECTS						
ADDRESS:	839 N MAGNOLIA AVE						
	ORLANDO, FL	**ZIP:**	32803	**FAX NO.**	None	**TELEPHONE NO.**	(407) 298-1988
FEDERAL I.D. NUMBER:	59-3647562	**PROF. LICENSE NO.**	AR93580	**FLA. CORP. CHARTER NUMBER:**		L00000005619	

2. WORKLOAD FOR APPLICANT FIRM ONLY		
PROJECTS	**Work on Hold (Fee Remaining)**	**Fee Remaining**
Mount Dora Christian Academy - Cletus Stutsman Center		$12,287.52
Climate First Bank - Livingston		$3,520.00
The Collage Companies - CONFIDENTIAL PROJECT		$472,345.60
City of Minneola - Fire and Police Sub-Station		$236,920.00
Orange County Library System - Downtown Library Entrance Renovation		$22,660.00
Hernando County - Public Safety Master Plan		$76,914.00
Orange County - Housing & Development Parking Lot Assessment		$6,834.00
Orange County - Bldg 600 Animal Services Assessment		$21,760.00
Orange County - Admin Bldg Arborist Modifications		$11,412.50
Orange County - Clerk of Courts Branch Ceremony Room Expansion Ocoee Apopka		$2,300.90
Orange County - Springhill PD Fire Station 49 Site Assessment		$734.00
Orange County - Fire Station 31		$490,225.50
Orange County - OCFR Three Points Maintenance Facility Assessment		$7,584.00
City of Orlando - Engelwood Neighborhood Center Solar		$21,655.80
City of Orlando - Rosemont Community Center Solar		$9,608.48
University of Central Florida - VAB Room 215 Refresh		$8,080.00
University of Central Florida - RWC Locker Room Renovation		$34,480.00
University of Central Florida - Hypersonic Lab		$104,730.00
3 Odd Guys Brewery - 3 Odd Guys Longwood		$870.00
HASTA Capital 55 West Lobby Renovations - CA Contract		$2,600.00
Orange County Library System - Downtown Lighting CDs		$940.00
City of Winter Park - Fire Training Facility		$17,361.77
Daytona State College - DSC Energy Plant Upgrades		$5,978.20
Orange County - Admin Zoning Office Assessment		$100.00
Orange County - Clerk of Courts Clerk of Courts Interior Renovations		$2,135.40
Orange County Sheriff's Office - OCSO Fleet Garage Doors CDs		$1,112.00
Orange County - Public Works Horizon West Maintenance Facility Assessment		$580.50
Orange County - Kelly Park Deck		$20,464.00
Orange County - 911 Backup Center AS3 - Add'l Cost Estimates		$550.50
Orange County - BCC Administration Art Hanging / Lighting Assessment		$146.30
Orange County Convention Center - OCCC Chapin Theater		$23,687.15
Orange County - BRC Pharmacy and Medical Rooms Expansion	$1,973.53	
Orange County - Generator Replacements at Fleet, LEVO, Apopka & Ocoee Service Centers		$4,000.00
Orange County - FS52 Restroom Remodel		$1,425.60
Orange County Convention Center - OCCC Operable Partitions		$38,739.04
Orange County - FS51 Security CDs		$2,483.80
Franklin Design, a KPM-KMF Joint Venture - JV - OHP Arena Smoke Control		$10,144.00
Franklin Design, a KPM-KMF Joint Venture - JV - OHP KVLS Canopies - Priority 3 (Open Canopy Buildi		$9,343.50
City of Orlando - Dover Shores Clerestory (Kalwall)		$13,327.23

City of Orlando - Fire Station 12 Solar		$1,154.40
City of Orlando - Fleet Solar EV - FM 602		$2,472.16
City of Orlando - Fleet Solar EV - FM 601		$2,373.01
City of Orlando - James Maxey House Restoration		$12,027.83
University of Central Florida - UCF/DSC Building 140 Renovations		$7,882.00
University of Central Florida - Lake Nona Cancer Center 3rd Floor Finishes	$10,000.00	
University of Central Florida - Garage D Elevator		$6,830.00
The Collage Companies - Climate First - Mount Dora	$183,200.00	
The Collage Companies - Climate First - St. Petersburg		$5,820.00
Orange County Library System - Downtown Library Reroof		$3,054.86
Brooks + Scarpa Architects - UF Architecture Building Collaboratory		$78,015.00
City of Eustis - Utilities Headquarters Building		$4,968.44
Orange County Convention Center - OCCC West Building Central Receiving Dock Inhibitor		$901.89
Orange County Convention Center - OCCC Carpet		$4,037.88
Orange County - Sheriff's Office Evidence Warehouse Renovations		$40,750.89
City of Orlando - Solar Sites - College Park Community Center		$1,902.00
City of Orlando - Solar Sites - Dr. Smith Community Center		$2,118.00
Hanson Professional Services, Inc. - Citrus County Coke Courthouse	$1,620.96	
Canaveral Construction Company, Inc. - BCPS - Additional Hourly Services		$2,565.00
Orange County - Public Works Administration Building Windows		$30,603.37
Orange County - Health Services Warehouse Renovations		$9,121.91
Orange County - Bithlo Highway Maintenance Building		$6,870.37
Orange County - Tangelo Park Community Center		$27,922.98
Orange County - RHC Elevator Modernization		$804.00
Orange County - Fire Rescue Training Facility		$71,389.98
University of Central Florida - NPHC Plaza Plots		$1,094.00
University of Central Florida - CMB Roof Replacement		$23,000.00
Lerch Bates - Courthouse Elevators		$2,442.72
Orange County - Mosquito Control Facility		$15,819.30
Orange County - Corrections North & South Perimeter Blgs		$43,249.24
Orange County - Regional History Center - Lobby Store Modifications		$2,206.00
Orange County - Emergency Shelters (Lot 2 - Windows & Doors)		$7,544.80
Orange County - Juvenile Justice Center Site Modifications		$975.00
City of Orlando - Fleet CNG		$4,884.00
SGM Engineering, Inc. - Shakes HVAC (SGM)		$1,640.00
City of Orlando - Solar - Dover Shores		$2,051.25
City of Orlando - Pump and Splash at Bill Frederick Park		$9,452.00
City of Orlando - Shakes Theater Reroof		$13,206.20
TOTAL		**$2,151,191.77**

TAB 10

FORMS

CITY OF OCOEE RFQ #25-004
CONTINUING ARCHITECTURAL SERVICES,
INCLUDING FEDERAL GRANT FUNDED PROJECTS

EXHIBIT "A"
RFQ #25-004 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

KMF Architects
Firm Name

Signature

Eric Kleinsteuber, President/Principal
Name and Title (Print or Type)

2/24/2025
Date

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Orange)

Eric Kleinsteuber, AIA, being first duly swore deposes and says:

1. He (it) is the Owner
(Owner, Partner, Office, Representative or Agent)
of KMF Architects, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: Owner/Principal

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24th day of February, 2025, by Eric Kleinsteuber in the state of Florida County of Orange. He is personally known to me.

Erika Meaghan Lord
Notary Public
My Commission Expires: 5/11/2028

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-004

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE. RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

KMF Architects
COMPANY NAME

407-298-1988
TELEPHONE (INCLUDE AREA CODE)

Unavailable
FAX (INCLUDE AREA CODE)

Eric@kmfarchitects.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Eric Kleinsteuber, AIA
NAME/TITLE (PLEASE PRINT)

839 N. Magnolia Ave.
STREET ADDRESS

Orlando FL 32803
CITY STATE ZIP

FEDERAL ID # 59-3647562

_____Individual_____Corporation_____Partnership_X__Other (Specify)__LLC_____

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 25th day of February, 2025.

Personally Known ✓ or
Produced Identification _____

_____
(Type of Identification)

Notary Public - State of Fl
County of Orange

Signature of Notary Public

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: KMF Architects

Signed: _____

By: Eric Kleinsteuber, AIA (Print or Type Name)

Title: Owner/Principal

Date: 2/24/2025

EXHIBIT "E"
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by KMF Architects by

Eric Kleinsteuber, AIA, Owner/Principal. (Print individual's Name & Title)

whose business address is 839 N. Magnolia Ave., Orlando, FL 32803

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____ RFQ#25-004 Period . I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: 2/24/2025

KMF Architects
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 24th day of February, 2025, by Eric Steinsteuber in the state of Florida County of Orange. Personally known to me.

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

Notary Public Erika Meaghan Lord

My Commission Expires: 5/11/28

END OF SECTION

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date February 26 ,20 25 .

By: _____

Owner/Principal
(Title)

Official Address (including Zip Code):

839 N. Magnolia Ave.

Orlando FL 32803

EXHIBIT "G"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and
215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Eric Kleinsteuber, AIA

By: _____
(Authorized Signature)

Printed Name and Title: Eric Kleinsteuber, AIA, Owner/Principal

Date: February 26, 2025

EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Eric Kleinsteuber, AIA
Print Title: Owner/Principal
Company Name: KMF Architects

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 26th day of February, 2025, by Eric Kleinsteuber, as President/Principal/Owner of KMF Architects, who is ☑ personally known to me or ☐ produced n/a as identification.

(Seal)

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

Erika Meaghan Lord
Public Notary Signature
Print Notary Name: Erika Meaghan Lord
My Commission Expires: 5/11/2028

EXHIBIT "I"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of KMF Architects (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____

Printed Name: Eric Kleinsteuber, AIA

Title: Owner/Principal

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 10th day of February 2025 by Eric Kleinsteuber, who ☑ is personally known to me / ☐ presented n/a as identification and who ☐ did / ☐ did not take an oath.

Notary Public, Commission Seal:

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

_____

Print Name: Erika Meaghan Lord

EXHIBIT "J"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that KMF Architects [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of KMF Architects [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Eric Kleinsteuber, AIA

Date: 2-26-2025

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26th day of February 2025 (date) by Eric Kleinsteuber (name of officer or agent, title of officer or agent) of KMF Architects (name of contractor company acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced n/a (type of identification) as identification.

[Notary Seal]

ERIKA MEAGHAN LORD
Notary Public
State of Florida
Comm# HH520516
Expires 5/11/2028

Notary Public

Name typed, printed or stamped

My Commission Expires: 5/11/28

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
KZF Design LLC

Doing Business As (DBA) Name
KMF Architects

Company ID
731998

Enrollment Date
Dec 02, 2013

Employer Identification Number (EIN)
593647562

Unique Entity Identifier (UEI)

DUNS Number
013719005

Total Number of Employees
10 to 19

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

Edit Company Information

Employer Category

Employer Category

Federal Contractor without FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

839 N. Magnolia Ave.
Orlando, FL 32803

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

J. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. **Please state if none.** (Attach additional sheets, if necessary)

None – No litigation

K. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1 Dated 2/20/25
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

L. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes_____No __X___

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

No Exceptions

(Attach additional sheets if necessary)

M. SUBCONSULTANTS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY. SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

SGM Engineering / 935 Lake Baldwin Ln., Orlando, FL 32814 / FEIN #59-3101052 / Bobby Shahnami,PE / 407-767-5188

Premier Structural Engineering / 235 Maitland Ave. S. Suite 108-a, Maitland, FL 32751 / FEIN #27-2297439 / Kharl Rodriguez, PE / 407-227-7416

Tri3 Civil Engineering, P.O. Box 520062, Longwood, FL 32752; FEIN #26-3365574 / Constance Silver / 407-488-9456

Coyle & Caron Inc., 236 Pasadena Pl., Orlando, FL 32803; FEIN #47-2999867 / Sally Coyle, 407-866-0650

Carlsson Construction Estimators / P.O. Box 520246, Longwood, FL 32752 / FEIN #45-3302202 / Anita Trout / 407-792-9988

(Attach additional sheets if necessary)

N. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK: Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Orange County Continuing Services
Project Details: Continuing services projects for Orange County since 2018
Start date: 2018 Completion date: Current
Contract amount: Varies by project (More details in RFQ project sheet)
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Sara Flynn-Kramer, Manager of the Orange County Division of Capital Projects
Phone number: 407-402-0672
Email address: Sara.Flynn-Kramer@ocfl.ent

Name of Project: Orange County Fire Stations 31
Project Details: Project included assessment of site and design for new fire station for Orange County.
Start date: 2024 Completion date: 2026
Contract amount: $9M
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Mr. Scott Reekie, Orange County Capital Projects Division Project Manger
Phone number: 407-836-0044
Email address: Scott.Reekie@ocfl.net

Name of Project: Orange County Fire Training Facility
Project Details: 32,000SF fire training facility housed in multiple buildings on a 60-acre campus to train firefighters for various catastrophic situations.
Start date: 2021 Completion date: Summer 2025
Contract amount: $43M
Awarding Agency: Orange County
Agency's Point of Contact: Name and Title: Chief John Westmoreland, Division Chief
Phone number: 407-448-4849
Email address: John.Westmoreland@ocfl.net

Name of Project: City of Orlando Continuing Services Projects
Project Details: Continuing services projects for the City of Orlando since 2009
Start date: 2009 Completion date: Current
Contract amount: Varies by project
Awarding Agency: City of Orlando
Agency's Point of Contact: Name and Title: Todd Damon, Facilities Project Manager
Phone number: 407-832-1976
Email address: todd.damon@orlando.gov

ORANGE COUNTY FIRE RESCUE DEPARTMENT
John D. Westmoreland
Division Chief, Logistics
P.O. Box 5879
Winter Park, Florida 32793-5879
Cell (407) 448-4849 Fax (407) 836-9138
email: John.Westmoreland@ocfl.net

September 9, 2024

RE: *Recommendation for KMF Architects*

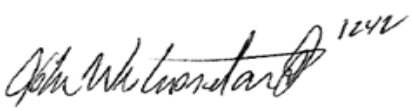
To Whom It May Concern,

Please accept this letter of recommendation as my full endorsement for the services provided by KMF Architects. Over the last five years, I have had the pleasure of working with Eric Kleinsteuber, Design Director and Architect of Record for KMF, and his team on an array of projects that include a 2-story prototype fire station design, fire station security improvements, formal assessments for a logistical staging facility, an EOC renovation, and most notably, Orange County Fire Rescue's new Fire Training Center. The Fire Training Center is a comprehensive project which entails a $52M budget with a 40-acre site. Included in the site is a 30K square foot education building, two drill towers, a 3-story burn building, several fire props, a structural collapse building, and other amenities making the site a world class training ground. In my experiences in working with KMF, I have found the firm to be professional, timely, accountable, and accommodating. KMF makes a concerted effort to understand the client and to ensure priorities and needs are met, while being mindful of budgetary constraints. From a design perspective, KMF offers outstanding ideas and suggestions and consistently adds value in the design process. With the Fire Training Center project, multiple committees and sub-committees were devised so that various aspects of the project could be led by different subject matter experts. KMF handled these groups extremely well, gaining buy-in from stakeholders, and ultimately worked with the OCFRD's Senior Team to provide 100% design documents that met our needs and budget for a world-class Fire Training Center.

In closing, it has been a pleasure working with KMF over the last several years. The firm has earned my recommendation and maintains an outstanding team that is highly capable!

You may contact me if you have any questions.

Sincerely,



ADMINISTRATIVE SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION
400 E. South Street ▪ 5th Floor ▪ Orlando, FL 32801
407-836-0050 ▪ Fax 407-836-0051

www.orangecountyfl.net

September 10, 2024

Re: KMF's Fire Rescue Projects work Orange County Capital Projects

To Whom It May Concern:

It's a pleasure working with such a proactive design team. KMF is always looking ahead to find solutions and a better way to design a project. KMF was selected to design a two-story, three-bay fire station for a small, urban site. The County has a prototype station but it will not fit on the site. KMF has worked diligently to review all the programming in the current prototype and incorporate all the required elements into a custom design for the small site. This new design is being reviewed for two additional sites and may be become the County's next prototype for smaller sites.

KMF has designed renovation projects for multiple stations in needs of upgrades and always provide excellent service. They engage Fire Rescue leadership and staff throughout the design process to make sure their client's needs are being met. KMF excels in all aspects of project delivery (from concept, design, bidding, construction administration, and closeout) and I always look forward to working with them.

Regards,

Scott Reekie, Project Manager

343 West Canton Avenue • Winter Park, Florida 32789
407-599-3298 • 407-599-3231 fax • wpfd.org
Fire-Rescue

Chief Banta
Selection Committee
Marion County Fire Training and Station Project
2631 SE Third St.
Ocala, FL 34471

Dear Selection Committee,

It is my pleasure to write this letter of recommendation on behalf of Eric Kleinsteuber and KMF Architects for their pursuit of the Fire Training and Prototype Station project in Marion County. As the Fire Chief of the Winter Park Fire Department, I had the privilege of working closely with Eric and the KMF team during the development of our own fire station and training center project. Their professionalism, attention to detail, and ability to understand and customize the design to meet the specific needs of our department have been outstanding.

Throughout the project, Eric and his team consistently demonstrated a high level of expertise and commitment to ensuring that the final design was functional and aligned with our operational requirements. They actively listened to our feedback and incorporated innovative solutions to enhance the facility's efficiency while maintaining a focus on safety and sustainability.

I am confident that Eric Kleinsteuber and KMF Architects will deliver a high-quality, customized solution for Marion County's Fire Training and Prototype Station. Their ability to collaborate and adapt to the specific needs of the fire service community makes them an excellent choice for this important project.

If you have any questions or require further information, please contact me at 407.599.3299 or dhagedorn@cityofwinterpark.org

Sincerely,

Dan Hagedorn
Fire Chief
City of Winter Park Fire Rescue

To Whom It May Concern:

I have had the opportunity to work with KMF Architects, specifically Eric Kleinsteuber, on several projects over the course of the past six years. The most recent projects include design and construction administration for our newly acquired Property and Evidence facility and several feasibility assessments for future growth related projects.

Working with KMF continues to be a pleasure and their personalized service has set a new bar for architectural consultants that perform work for the Orange County Sheriff's Office. During the initial planning stages, KMF works diligently to understand the true needs of a facility rather than just the superficial needs clients might have initially walking into the discussion. Being provided realistic design options that are cognizant to the established budget are another benefit of working with KMF.

On the Property and Evidence facility project, KMF had to work with several user groups with various and sometimes competing needs to identify the most efficient and cost effective solution to address the concerns. The ability to work with end users and train them on how the space planning process works, allows all parties to view recommendations and select the option that satisfies most if not all requirements.

I would highly recommend working with KMF now and in the future. If you have any questions, feel free to reach out at 407-254-7472.

Daniel Divine

Daniel Divine
Research and Development Manager
Orange County Sheriff's Office

ORANGE COUNTY GOVERNMENT
FLORIDA

ADMINISTRATIVE SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION
400 E. South Street ▪ 5th Floor ▪ Orlando, FL 32801
407-836-0050 ▪ Fax 407-836-0051
www.OrangeCountyFL.net

June 4, 2020

Re: KMF Architects
Fire Rescue Training Facility Assessment
Fire Rescue Headquarters Emergency Operations Center Renovation

To Whom It May Concern:

In my capacity as the Manager of the Orange County Division of Capital Projects, I have had the pleasure of working with KMF Architects on numerous projects including the new Fire Rescue Training Facility Assessment and the Fire Rescue Headquarters Emergency Operations Center Renovation. Both projects have required a tremendous amount of coordination with numerous stakeholders requiring multiple break-out meetings for information gathering and design review.

The Fire Rescue Training Facility is a highly anticipated project that, depending on location, will accommodate the training needs for both Fire and Corrections. Because the site selection is still underway, KMF Architects has had to come up with multiple scenarios and layouts. Corrections has a more specific geographical requirement and the needs of a potential third party educational partner had to be considered too. The programming for the Fire Training itself included detailed interior layouts along with site options including multiple iterations of training props. KMF Architects has done a masterful job of juggling all of these pieces to create a menu of options that is easy to follow as the needs of the project evolve.

The Fire Rescue Headquarters Emergency Operations Center Renovation project also requires careful planning and has multiple occupants. For this project the needs of both the Sherriff's Department and Fire have to be considered and carefully coordinated. KMF Architects thoroughly reviewed the plans of the existing building so that their layout would be both practical and efficient. The technology requirements for this project are intense and since it is a renovation of an existing Emergency Operations Center, the phasing of the implementation is complicated.

From the beginning of both of these projects the architects at KMF were thoughtful in their planning and approach. They work nicely one-on-one with all stakeholders, and hold meaningful project review sessions that are easy to follow. The format of their meetings invites participation in a relaxed group setting. Their performance and responsiveness have been exemplary.

I very much appreciate all of the hard work and effort that has been put into these projects. We have enjoyed, and will continue to enjoy a very positive working relationship with KMF Architects. They are also one of the architectural firms that we have on Continuing Contract and they are held in high regard.

Very truly yours,

Sara Flynn-Kramer
Manager

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references**:**

First Horizon Bank:
Bill Hines, Banking Center Manager/VP; 407-843-4010; bill.hines@firsthorizon.com

Climate First Bank:
Lex Ford, CEO; 689-444-5500; lex.ford@climatefirstbank.com

Cogent Bank:
Ben Lalikos, EVP, Market President Central Florida; 407-209-6127; blalikos@cogentbank.net

(Attach additional sheets if necessary)

END OF INSTRUCTIONS

EXHIBIT "K"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] KMF Architects certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] KMF Architects, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Eric Kleinsteuber, AIA, President/Principal

Name and Title of Contractor's Authorized

2/26/2025

Official Date

DLZ

ARCHITECTURE • ENGINEERING • PLANNING
SURVEYING • CONSTRUCTION SERVICES

RFQ 25-004

Continuing Professional Architectural Services

City of Ocoee, Florida

February 26, 2025

February 26, 2025

City of Ocoee

RE: Request for Qualifications Number 25-004 Continuing Professional Architectural Services

The City of Ocoee is taking an active approach to how they manage and maintain their communities infrastructure by securing Continuing Contracts for architectural services, including Task Order 1 - a New Fire Station in the Northwest Area. As you consider and select your Consultant, it is imperative that you find one who will be open to your thoughts and thoroughly understands the nature of providing services on an as-needed basis. Equally important is a Consultant who can draw from a wide variety of past design experiences that will strengthen the solutions for these projects.

Your forward-thinking commitment to address the challenges of public safety clearly demonstrates your understanding that modern public safety facilities have evolved: their design is complex; their design exemplifies good stewards of our environment as it incorporates sustainable features; their design promotes a healthy work environment; lastly, their design provides a secure, durable, and functional organization of spaces and systems.

Our philosophy for providing services is straightforward, which ultimately provides a high level of service to our clients by being responsive and dedicated to each project. Being experienced in this type of work we have identified the following key elements to providing these services in a successful way.

- **Vast Experience.** Knowledgeable and proactive. DLZ has worked on 50+ Fire and other Public Safety agencies on a broad range of projects. Project experience includes programming and design of new training and fire stations, which are similar to your project. We understand the fire service operation and its specific and unique needs. This experience allows a proactive and forward-thinking approach to the design of your fire station and its components and amenities.
- **Depth of Resources.** Full-service architectural and engineering design firm. DLZ has all the necessary design services including architecture, landscape architecture, site/civil design, structural, mechanical, and electrical engineering in-house. However, we will be utilizing Goodson Bergen & Associates Consulting Engineers, Inc. (GBA) to provide civil engineering, IMEG for mechanical and electrical services, and Terracon for geotechnical services due to their familiarity with local development requirements.
- **Strong, Effective Management Skills.** Collaborative effort. DLZ is committed to the development of our partnership with the City. Our process and implementation plan establishes a logical development of your new facility in partnership with the City, firefighters, and all stakeholders.
- **Flexible & Functional Design.** Cost effective and energy-efficient designs. DLZ understands the fiscal responsibility involved with all of our projects. As a result, new opportunities and new approaches are developed to address each specific project.

#6
Public Safety Facility Design Firm
Building Design+Construction Giants 400 Report

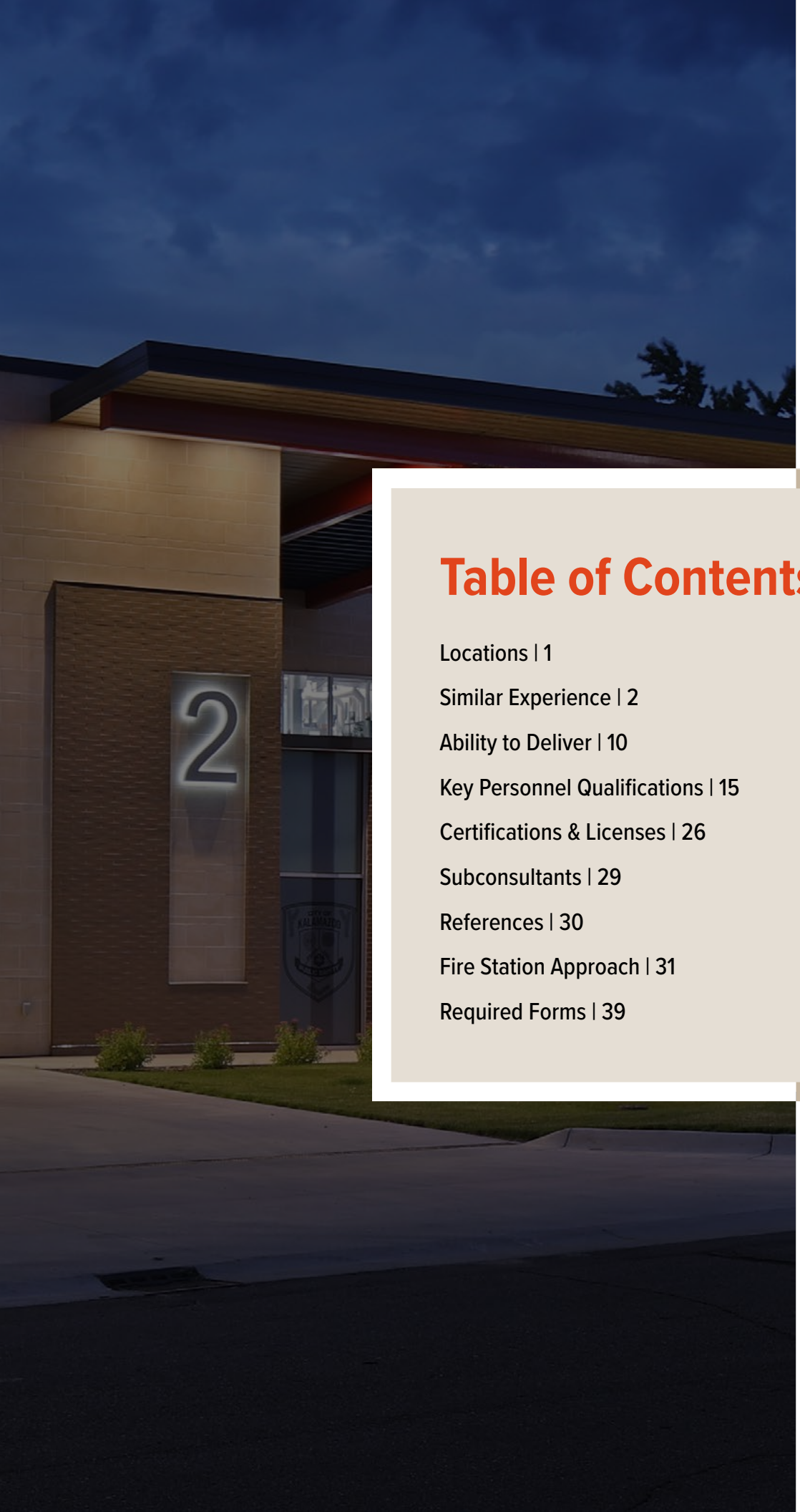
#12
Local Government Architecture Design Firm
Building Design+Construction Giants 400 Report

We look forward to the opportunity to develop a relationship with the City of Ocoee. Should you have any questions or require additional information, please contact our office.

Sincerely,
DLZ Florida, LLC

Eric Beaulieu, AIA, LEED AP - Vice President

DLZ Florida, LLC
401 Bay Street
Green Cove Springs, FL 32043
904.539.7902 | www.DLZ.com



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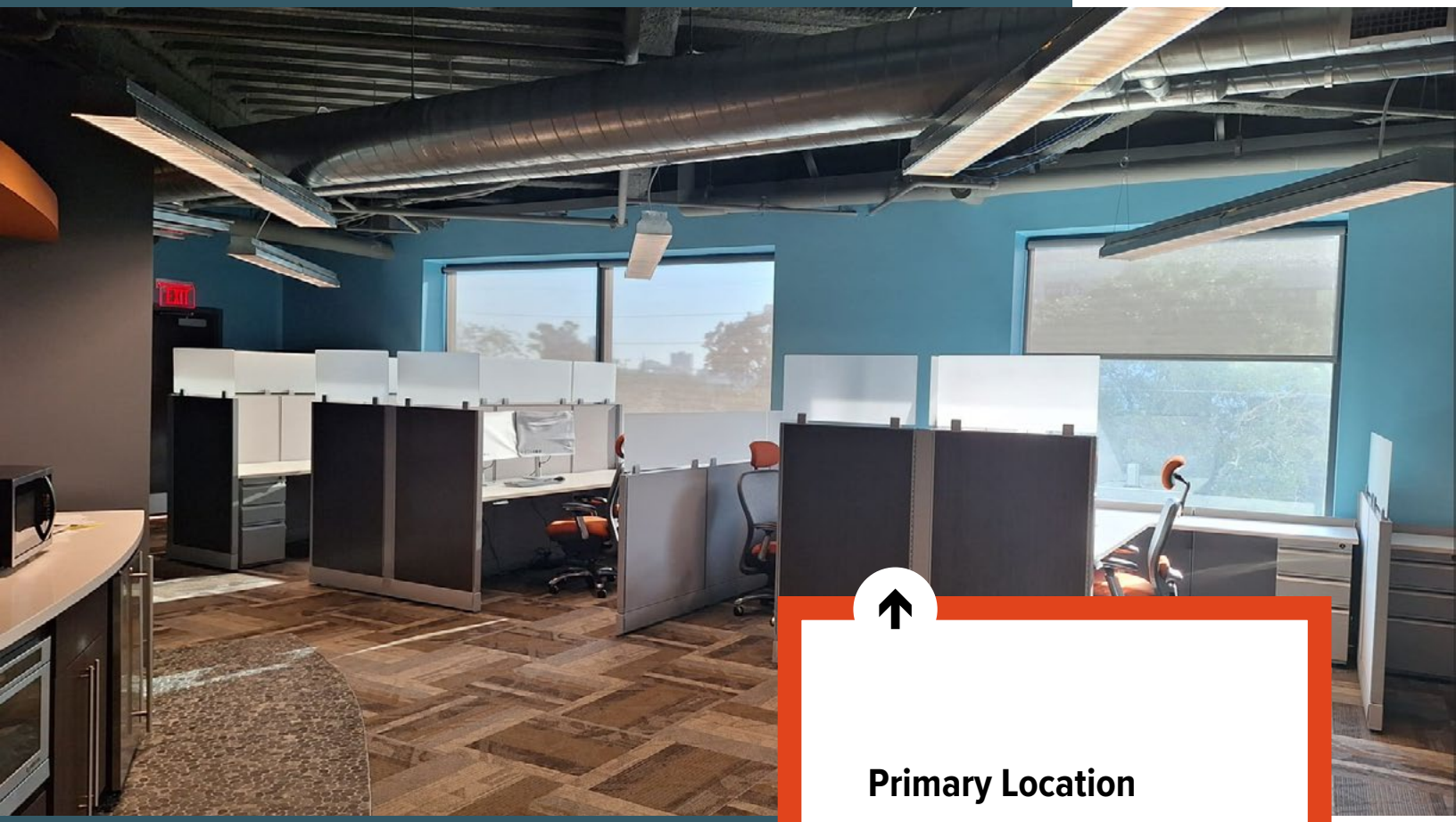
Locations



Other Locations

401 Bay Street, Green Cove Springs, Florida

138 North Delaware Street, Indianapolis, Indiana

6121 Huntley Road, Columbus, Ohio

2211 E. Jefferson Boulevard, South Bend, Indiana

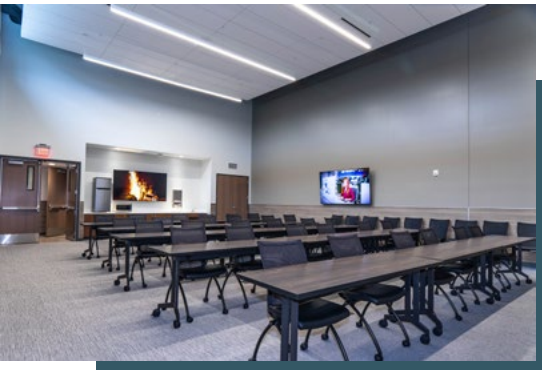
Primary Location

DLZ currently has two main offices in Florida, Green Cove Springs and Jacksonville. The majority of the work will be performed from our Jacksonville office at 1534 Oak Street, Suite 301.

Similar Experience

The majority of our work is for local units of government, which is why we are ranked nationally as the **#12 design firm by Building Design & Construction "Local Government Architecture"**.

Based on decades of similar experience, we understand the fiscal responsibility and importance of working within the budgets, timelines, and goals established for each community in which we work. Included herein are some of our local government projects.



This was an important upgrade project in the City's public safety services infrastructure. The facility allowed the Police and Fire Departments to move from an outdated, functionally obsolete space that was expensive to maintain and no longer met the needs of the department.

KALAMAZOO PUBLIC SAFETY STATION NO. 2

Kalamazoo, Michigan

The City of Kalamazoo hired DLZ to provide complete architecture, engineering, and construction administration services for a new Public Safety Station to replace an existing facility that had become functionally obsolete.

The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel. The program includes three drive-through apparatus bays, gear storage, living quarters, a multi-purpose training and community room, and a storm shelter.

The site is within a residential neighborhood near downtown Kalamazoo; public amenities will include new sidewalks, parking, lighting, and development of an adjacent park.

The project is an important upgrade in the City's public safety services infrastructure. The facility will allow the Police and Fire Departments to move from outdated, functionally obsolete space that was expensive to maintain and no longer met the programmatic needs of the department. The contract for construction was complete in August 2023. The project will be LEED Certified.

Owner

Kalamazoo Dept. of Public Safety
241 W South St
Kalamazoo, MI 49007-4796
Ryan Tibbets, Assistant Chief
269.337.8120
tibbetsr@kalamazoocity.org

Construction Cost / Fee / Performance

$9,460,470 / $600,000 / On Budget (Budget increased to accommodate owner's request to add LEED Certification)

Commencement

2019

Completion / Schedule Performance

2023 / On Schedule

Similarities / Services Provided

Architecture, Interior Design, Civil/Site, Structural, Mechanical, Electrical, Plumbing

WEST BLOOMFIELD TOWNSHIP MULTIGENERATIONAL RECREATION ACTIVITIES CENTER

West Bloomfield, Michigan

West Bloomfield Parks contracted DLZ to provide Architectural and Engineering design services for the new Connect Multigenerational Recreation Activities Center. Following an extensive Needs Assessment process with stakeholders, the project team developed conceptual plans for a new 30,000 square feet expansion of the existing facility.

The program includes dedicated space for a new Senior Center, Nature Center, and multi-generational Activities Center. The project was conceived as a bridge connecting the existing facility to the Township Library on the north end of the campus. The building nestles into an existing slope and nature trail system and provides views of the wetlands to the west.

Owner

West Bloomfield Township
4550 Walnut Lake Road,
West Bloomfield, MI, 48323
Justin Taylor, Water / Sewer Utilities Director
jtaylor@wbtownship.org
1-248-525-2916

Construction Cost / Fee / Performance

$22,000,000 / $210,000 / TBD

Commencement

2023

Completion / Schedule Performance

2027 (Projected) / TBD

Similarities / Services Provided

Architecture, Interior Design, Civil/Site, Structural, Mechanical, Electrical, Plumbing

"... the team did a phenomenal job keeping up with all the needs of this dynamic build. I appreciate all they did to keep things on track. The station will be a great home to many firefighters for years to come thanks to the hard work and dedication displayed by your team."

- Richard Vober, Chief Deputy

FIRE STATION NO. 12

Akron, Ohio

The City of Akron selected DLZ to assist the Akron Engineering Bureau with the design of a new replacement for the current Station 12. The previous facility had met the end of its useful life, and no longer had the ability to accommodate modern firefighting equipment, training, and safety techniques.

The new 15,000 SF fire station was designed to provide a state-of-the-art facility promoting the health and safety of its firefighters. The program of the new station includes a three-bay apparatus facility, six individual dormitories, captain's housing, commercial grade kitchen, an extensive fitness room, meeting room, office for police support, and miscellaneous support spaces. Also included is a two and half story hose tower, which serves to hang hoses as well as double as a training area for climbing and repelling. Ample room for a variety of firefighting vehicles, equipment, and training provides the needed flexibility to meet the future needs of the department.

With careful planning and dialog with Akron's fire team, the facility will have a series of features to assist the firefighters with decontamination of gear and small equipment to aid in the removal of carcinogens and other harmful particulates from individuals returning from a call. Each area is distinguished and separated into zones based on their safety levels 'green', 'yellow', and 'red' zones.

The selected site for the new station had multiple geotechnical issues that required additional engineering and remediation techniques. DLZ worked closely with the owner and contractors to ensure proper steps were taken to construct a successful facility. Construction is scheduled to be completed by July 2024, marking the opening of the brand-new station and a revitalization of the surrounding area.

Owner

Akron Engineering Bureau Department of Public Service
166 South High Street, Room 701
Akron, Ohio 44308-1627
Wayne Bachus, Project Manager
330.375.2161
wbachus@akronohio.gov

Construction Cost / Fee / Performance

$9,993,392 / $320,000 / Under Budget

Commencement

2019

Completion / Schedule Performance

2024 / On Schedule

Similarities / Services Provided

Architecture, Interior Design, Civil/Site, Structural, Mechanical, Electrical, Plumbing

WEST BLOOMFIELD TOWNSHIP DEPARTMENT OF PUBLIC WORKS AND WATER BILLING ADDITIONS

West Bloomfield, Michigan

DLZ provided a comprehensive addition and renovation scope for civil, architectural, structural, mechanical, and electrical systems expanding the existing Township facility with 2,400 and 1,100 square foot additions as well as renovating the interior of the existing 4,800 square foot department.

The project included the following notable functions:

- Provided offices for relocating the Water Billing Department, with transaction counters and workstations.
- Provided training rooms, break areas, locker rooms, and toilet facilities for the Sewer Division along with the renovation of the existing offices.
- Provided design and construction administration services, including a value engineering effort to adjust to pandemic cost increases.

Exterior cladding of brick and metal panel allow the additions to stand out and bring a contemporary feel while still feeling unified and connected to the 50-year-old existing structure.

Owner

West Bloomfield Township
4550 Walnut Lake Road,
West Bloomfield, MI, 48323
Justin Taylor, Water / Sewer Utilities Director
jtaylor@wbtownship.org
1-248-525-2916

Construction Cost / Fee / Performance

$4,500,000 / $421,000 / On Budget

Commencement

2021

Completion / Schedule Performance

2024 / On Schedule

Similarities / Services Provided

Architecture, Interior Design, Civil/Site, Structural, Mechanical, Electrical, Plumbing

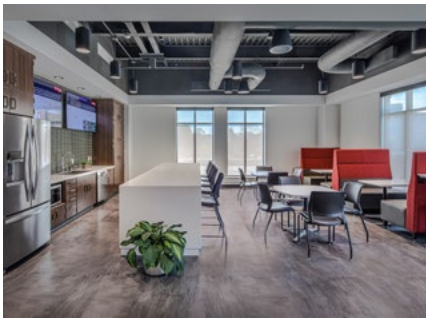
CARMEL CLAY COMMUNITY BUILDING

Carmel, Indiana

A Museum Suite on the first floor serves to educate the public on the history of the Carmel Fire Department and teach fire/neighborhood safety to children. The Fire Buffs museum houses many old apparatus and fire fighting equipment that the CFD has employed throughout the years. The Fire Buffs is on the very location of the first Carmel Fire Station. In fact, many design cues from the original fire station were incorporated into the appearance. The S.A.F.E. interactive exhibit educates children through realistic demonstrations. A townscape in miniature has been constructed to provide an engaging backdrop for the educational programs.

The second floor houses the Carmel Fire Department's administrative staff, which relocated from Station 341. This new administrative suite enhances staff operations by providing more space and improved functionality. It also created more room in Station 341 for a concurrent renovation to improve operations at that station. Coordination of the two projects was crucial to maintain the Carmel Fire Department's ability to function and respond to emergencies.

The third floor contains a large foyer, entrance hall, and meeting space that is available for local government and public usage. Connection is provided to a fourth-floor roof patio. There will be meeting spaces available for public functions on the third floor and fourth floor roof patio. Activities such as wedding receptions are envisioned in this space.



Owner

Clay Township of Hamilton County, Indiana and Carmel Clay Municipal Building Corporation
10701 N College Avenue, Indianapolis, IN, 46280
Doug Callahan, Trustee
(317) 846-2773
dcallahan@claytwp.org

Construction Cost / Fee / Performance

$11,000,000 / $871,000 / On Budget

Commencement

2019

Completion / Schedule Performance

2023 / 4 months behind due to pandemic

Similarities / Services Provided

Architecture, Interior Design, Civil/Site, Structural, Mechanical, Electrical, Plumbing

The 42,125 SF Carmel Clay Community Building project was conceived as a unique combination of Public and Administrative spaces. Additionally, its location adjacent to downtown Carmel meant that the appearance needed to meet the elevated requirements of Carmel and connect with existing pathways such as the Monon Trail.

GREENSBURG FIRE STATION 1

Greensburg, Indiana

The New Fire Station No. 1 is a two-story facility that includes approximately 21,060 gross square feet and will meet the current and future needs of the department. The overall design stems from discussions and direct involvement with the Fire Department Building Committee members through an inclusive process of open dialogue and engagement. Planning workshops with the Building Committee allowed information to be collected regarding current and future operations.

This new facility meets the operational needs of the fire fighters to better serve the community. The Project includes Administration, Fire Fighter Living Quarters, and Apparatus zones. The building organization straightforward and direct, which allows for distinct zones based on functional use, while allowing for quick access for emergency response calls. The organization of space also promotes fire fighter health by providing a clear decontamination process to aid in the removal of carcinogens and other harmful particulates from individuals returning from a call, preventing those particulates from spreading into the Administration area and Living quarters. Each area is distinguished and separated into zones based on their safety levels 'green', 'yellow', and 'red' zones.

The Administration area is located on the first floor and contains offices, a conference room, a report writing room, and a training classroom. Open glazed partitions and sidelights allow for visibility and safety.

The fire fighter living space is positioned on the second floor to provide privacy from the public and a separation from noise and daily work activities, incorporating a day room, kitchen, dining room, sleeping rooms, locker storage, and a laundry room. Each fire fighter has a private sleeping room and a semi-private toilet/shower room. Additional cost-effective solutions enhance the fire fighters' wellness and work environment including an outdoor deck area, open concept kitchen-dining-day room, and a decompression quiet room.

The Apparatus Bay houses the firefighting apparatus vehicles and is flanked by support spaces. The turnout gear locker room is designed in accordance with ICC 500 and serves as a storm shelter. Ample room for a variety of firefighting vehicles and equipment provides the needed flexibility to meet the future needs of the department. The east side of the apparatus area serves as the decontamination area. Partial mezzanines within the Apparatus Bay provide additional storage as well as an indoor area for firefighter training.

Owner

City of Greensburg
100 W Barachel Lane
Greensburg, Indiana 47240
Mayor Joshua Marsh
812-663-3344
jmarsh@greensburg. In.gov

Construction Cost / Fee / Performance

$9,200,000 / $171,045 / On Budget

Commencement

2024

Completion / Schedule Performance

2024 / On Schedule

Similarities / Services Provided

Architecture, Interior Design, Civil/ Site, Structural, Mechanical, Electrical, Plumbing

LIVONIA CIVIC LIBRARY

Livonia, Michigan

The Livonia Civic Center Library opened in August of 1988. Considered to be on the forefront of digital technology, it opened its doors never using a traditional card catalog system. Over the years the 64,000 square foot facility and its data infrastructure began to show signs of aging. The branch that serves nearly 90% of library users in the City of Livonia needed significant updates to continue functioning as intended.

The interior of the library received new carpeting and ceilings throughout. All public and staff restrooms were brought up to ADA standards and renovated with bright, contemporary finishes. The main lobby, quite often used as a gathering space, also received ADA upgrades including a redesigned vestibule for easier entry to the space. Technology needs were assessed and all workstations in the primary reading areas were updated with outlets, data, and USB ports. Stacks were relocated to create functional and flexible reading zones and reduce construction challenges of data runs in a slab on grade application.

DLZ worked closely with the City of Livonia to remedy two major problems on the exterior of the building. The first was the failing sloped glass roof in the main lobby. The library faced many challenges with water intrusion and needed a budget friendly solution to mitigate future damage. The glass was removed, the original curtain wall structure was left in place and retrofitted to accept a modern roofing system. The ceiling was designed to absorb sound and reduce noise issues that previously plagued the high-volume space. The second major issue was the dated appearance

Owner
City of Livonia
12973 Farmington Rd.
Livonia, MI 48154
Kristen Edson, Library Director
734.466.2451

Construction Cost / Fee / Performance
$1,750,000 / $280,000 / TBD

Commencement
2021

Completion / Schedule Performance
2027 (Projected) / TBD

Similarities / Services Provided
Architecture, Interior Design, Civil/ Site, Structural, Mechanical, Electrical,

Ability to Deliver

The majority of our work is for local units of government, which is why we are ranked nationally as the **#12 design firm by Building Design & Construction "Local Government Architecture"**.

Based on decades of similar experience, we understand the fiscal responsibility and importance of working within the budgets, timelines, and goals established for each community in which we work. Included herein are some of our local government projects.

The City of Ocoee has designated Task 1 in the RFQ as completing a fire station project. On the following pages we have demonstrated only a small portion of our ability to deliver on a modern fire station to meet the needs of the community and firefighters. **You can count on us to deliver on a project we can all be proud of, much like we have done for municipalities across the country.**

West Lafayette Public Safety Center

Delhi Township Fire Station

Carmel Fire Station No. 41

Gerald R. Ford International Airport ARFF

Greensburg Fire Station No. 1

Kalamazoo Public Safety Station No. 2

Fire Station design is one of our primary markets.

50+ AGENCIES have trusted us to help bring their fire station projects to life.

Carmel Clay Community Building and Fire Buff's Museum

Columbus Fire Station No. 2

Hamilton County Public Safety Center

Martinsville Fire Headquarters

Portage Fire Station No. 3

Mishawaka Fire Station No. 4

Topeka Fire Station No. 30

Niles Fire Department Headquarters

West Bloomfield Township Fire Station

Delivering a project on time and within budget starts with a Project Manger with a plan...

Project Manager

Mr. Joah Bury will be the Project Manager and point of contact for the contract. He will report to Eric Beaulieu, Vice President. Both Joah and Eric are based in our Green Cove Springs office. The Project Manager is responsible for all contract-related issues (administrative, budgetary, and resource allocation). Specifically, the

Project Manager will:

- Exercise overall responsibility for the contract.
- Maintain regular contact with the City's Project Managers and Stakeholders.
- Assign key technical staff for individual task assignments.
- Coordinate availability of DLZ's resources and channel these resources to where they are needed.
- Maintain cognizance of the schedule and budget for tasks, taking corrective action when necessary.
- Prepare Monthly Progress Reports and Monthly Financial Reports.
- Verify that DLZ's Quality Management Program is being implemented.

Project Management Plan (PMP)

Management Approach

The goal of the PMP is to perform and deliver the project requirements within the Client's expectations for quality, schedule, and budget. Key elements of the PMP include:

- Organizational Structure for the Project
- Assignment and Delegation of Roles and Responsibilities
- Contractual Guidance and Criteria Documents
- Communications Protocols
- Quality, Schedule, and Budget Controls

Staff Assignments

DLZ Staffing Approach

The DLZ team provides comprehensive architectural, engineering, and related services. DLZ's multidisciplinary staff includes: architects; landscape architects; ADA specialists; civil, structural, mechanical, electrical, geotechnical, environmental, hydrologic/hydraulic, sanitary, and construction engineers; interior designers; geologists; environmental scientists; ecologists; land and community planners; GIS specialists; surveyors; drillers; estimators; and specification writers.

The DLZ team's approach to project staffing includes an evaluation of our team's employee's related work experience, technical/managerial abilities, location and similar project experience. Matching the individual's skills to the project tasks is critical to the success of the project. In addition, it is important that the individual team members can effectively work together on projects.

It is the DLZ team's philosophy to maintain continuity of Key Personnel and support staff throughout the duration of the project, from start to finish. This philosophy allows the DLZ team to stay focused of the client's needs and provides a more technically sound and cost-effective design by reducing the potential for a break-down in communication and the inefficiencies associated with staff turnover.

Client Responsiveness

The DLZ Project Manager, Joah Bury, will be the primary point of contact and can be reached any time. Mr. Bury is an exceptional communicator and fully understands the complexity of managing the flow of information of as needed work.

The DLZ team understands that being responsive to the Client is crucial to the overall success of the project. As a result, DLZ's Project Manager has the in-house resources to disseminate information/requests to all of the DLZ team key personnel as it is received.

The DLZ team is proud of our track record regarding client services and response time. We encourage you to contact our references to gain a client's perspective on our performance.

Resource Management Plan Timeline/ Schedule Compliance

The DLZ team has the resources and staff available with the technical experience required to quickly react to project modifications and achieve aggressive project schedules. The DLZ team is aware that there are circumstances and events that occur that are out of the client's control that may require an immediate action and/or a schedule to be expedited.

The DLZ team prides itself on our ability to react on short notice and is committed to working with client's to maintain and achieve their schedule and goals.

It is one thing to say that you are committed to quickly reacting to schedule changes and request on short notice, but it is a different thing to actually have the resources available to execute under these circumstances. The DLZ team has over 900 employees. We have the appropriate staff to meet the City's needs.

Assignment and Delegation of Roles and Responsibilities

Task order details, including scope, location, intent, background, previous work, and related information will be presented to the team at the initiation meeting. The task order team organization will be presented to the group, and each individual will be apprised of his/her specific role and responsibilities. Interdependencies and relationships between individual roles will be outlined. Any questions or suggestions by the staffing will be addressed.

Throughout the performance of the task order, the Project Manager will retain responsibility for maintaining client contact during project development as well as follow-up after completion. The Project Manager will also be responsible for providing oversight of all design criteria development/application, communications, project cost controls, scheduling, and preparation of bid packages, invoicing, and the contractual issues (with support by the Project Executive, as necessary).

Contractual Guidance and Criteria Documents

During the initiation meeting, the Project Manager will outline the guidance and criteria documents that will be the basis of the task order performance. These could include, but are not limited to, the City technical guidance documents, contract or task order specific requirements, industry standards, and in-house DLZ standards. Requirements for all architecture and engineering services and other specific/support services such as survey, environmental, subsurface investigations, modeling and analyses, CADD, Revit, specifications development, and cost-estimating will be addressed. Access to electronic versions of these and other appropriate controls will be provided. Emphasis will be placed on the task order Quality Control (QC) protocols and expectations.

For those assignments requiring rigorous field activities, such as subsurface investigations or detailed infrastructure inspection, health and safety protocols will also be addressed and task order specific Health and Safety Plans/Job Hazard Analyses will be presented.

Services Coordination Approach

Our team has found that many of the unforeseen challenges that develop start with breakdowns in communication. A communications plan will be developed with key stakeholders to confirm proposed methods of communication, document control, primary responsibilities, methods for distribution of information, etc. This is a living document and includes after action discussions internally and with our teaming partners, to continually improve processes for the team, saving time, money, and headaches.

We will work closely with the City, and other stakeholders, all the way through design and construction. The City will be updated on progress through regular meetings with the DLZ team.

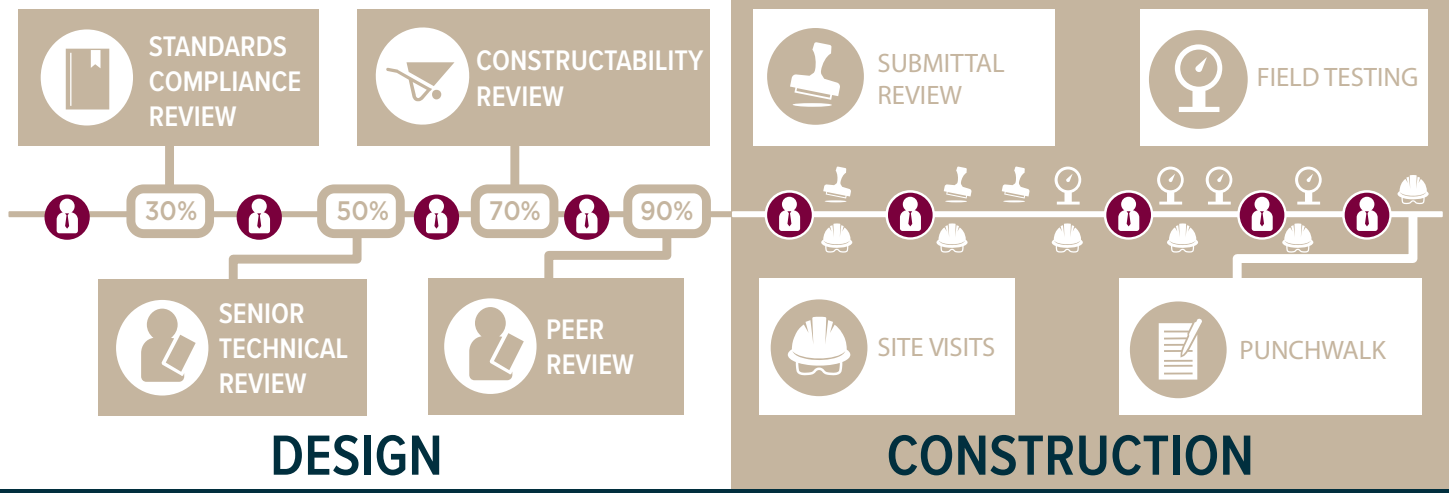
Since tenants and users also experience short- or long-term impacts relative to projects, the team will meet with them to make them aware of what is planned. Additional meetings to inform and educate the other stakeholders and the public, and give them the opportunity to provide input will occur as needed.

Through these efforts, public relations will remain positive, and the facility, its neighbors, and customers will build stronger relationships that benefit everyone.

Quality Control Approach

DLZ utilizes a Quality Management/ Quality Control (QM/QC) process in all of our work. Quality Management (QM) is the process of planning, organizing, implementing, monitoring, and documenting a system of management practices to improve the overall level of service to the client. Successful QM requires an accurate understanding of the client's expectations with respect to communication, quality, schedule, budget and specific project issues. QM begins at the proposal/contract development stage and continues beyond project completion.

QUALITY MANAGER REVIEW



Strong Leadership

Top management is totally committed to quality in all the services we provide and the final product. As Program Quality Director, Eric Beaulieu will be responsible for administering the quality review process across the whole team.

Client Orientation

Our efforts, services, and projects are tailored to satisfy the client's needs. Our team's primary guiding principle has always been to carefully identify and understand our client's current needs, and thoughtfully anticipate their future needs.

Constant Improvement

We learn from every completed project. By dedicating our project team members to the entire length of a project, we can enhance our knowledge and experience. This allows each member to expand their knowledge and to make sure there are increased quality controls on subsequent projects.

Individual Responsibility

Every member of the team is a respected contributor to the quality management effort. They are each responsible for the quality of their own work and for the overall quality of the project as a whole. We build project teams to support these concepts and emphasize dedication to the project.

Key Personnel Qualifications

CITY OF OCOEE

PROJECT MANAGER
Joah Bury, AIA, LEED AP*

PRINCIPAL
Eric Beaulieu, AIA, LEED AP*

FIRE STATION SPECIALIST
Stephen P. Kromkowski, AIA*

ARCHITECTURE

Jason Vetne, AIA* QM
Constantine Ronquillo, Assoc. AIA, UAP
Ashley Riley, AIA, RID*
Jacky Paulsmeyer
William Corbitt
Keti Veizi
Nabil Abdelsaid, AIA
Laurie Frey, AIA
Solomon Tucker
Dan Swiontoniowski, AIA
Brian Wisniewski, RA
Ylli Bodinaku, AIA
Valentina Glover
Jeff Frederick, AIA, LEED AP
Daniel Dettwiler, AIA
Sydney Smith
Rebecca Fuller
Imani Wolf
Mikehl Hafner, NOMA
Sean Conklin
Stacy Domino, LEED GA, WELL AP
Scott Laubenthal, LEED AP

STRUCTURAL ENGINEERING

Corey Van Luchene, PE, SE *
Elliott Allen, PE, SE
Vanessa Rednour, PE
Kevin Jackowski, PE
Erik Eggebrecht

MECHANICAL ENGINEERING

Joshua R. Apling, PE, LEED AP* QM
Talese Yensch, PE
Siddarth Bhat, PE, LEED AP, ENV SP
Daniel Gallagher

CIVIL ENGINEERING

Edward L Goodson* GBA
Jeffrey Bergen, PE GBA

GEOTECH

Terracon Consultants, Inc.
Thomas Selfridge, PE

ELECTRICAL ENGINEERING

Jeromy Haines, PE *
Michael Krizman, PE
Eric Jonathan
Timothy Fought, PE

SURVEY

3002 Surveying
Brian Murphy, PSM, CP 3002
Michael Ison, CST-II 3002
Antonio Di Meo 3002

CONSTRUCTION ADMINISTRATION

Tom Brophy
Charles Barber
Trey Yong

LANDSCAPE ARCHITECTURE

Sara Huss, PLA, LEED AP, CPESC*
Jeffrey K. Hirsch, PLA, LEED AP

CORE LEADERSHIP

We envision the Core Team will work in partnership with the City's leadership team every step of the way. The Core Team is responsible for overseeing the establishment and implementation of the project vision with the design team. They will help the team navigate issues for the project duration.

DESIGN TEAM & DISCIPLINE LEADS

This Team consists of our design leadership for the program verification and conceptual design phases. They are responsible for integrating the goals, objectives, and needs of the City's leaders and users into a solution that aspires to the overall vision.

PRODUCTION TEAM

The Production Team brings the management and design skills necessary for the future detailed design of the facility. They will maintain the design vision of the Design Team & Discipline Leads.

Joah Bury, AIA, LEED AP

PROJECT MANAGER

Mr. Bury has over 19 years of architectural experience. After obtaining his master's in architecture, he worked for a small but prolific design firm, working primarily on residential, church, school, and university work. Recently, he has been designing and managing a variety of municipal projects, including city halls, recreation centers, and fire stations.

Years Experience
25

Years with firm
1

EDUCATION
M.S. Architecture, Judson University
B.S. Architecture, Judson University

REGISTRATIONS
Registered Architect: Florida, AR97901

CERTIFICATIONS
National Council of Architectural Registration Boards

South Torch Lake Fire Station, South Torch Lake Fire Department, Michigan.
Architecture lead and building type expert for the planning and design of this fire station. Right-sizing the building and providing site selection options to the client for this new 5 bay fire station based on their program and operational requirements.

Pinellas Park Public Safety Complex, Pinellas Park, Florida.
Project manager and lead designer of this public safety complex, which repurposes an existing police station to be turned into a fire station, with the city's fire department offices included, and then provides a new building for the police station on a portion of the same site. The buildings form the first phase of the development of the site, with future phases finishing the complex to include a new city hall building and expansions to the police and fire station. *

Clearwater City Hall, Clearwater, Florida.
Project Manager for the new construction of this city hall, with new council chamber, city administration offices, and a city park. The new building completes the municipal campus with the existing police station and municipal services building, providing a new city park nestled between them which directly connects to the Pinellas Trail which runs between the buildings. *

Wesley Chapel Rec Center, Wesley Chapel, Florida.
Project Manager for this new construction of this recreation center, with a gym, multiple multi-purpose rooms, and a large catering kitchen surrounding a large lobby that serves as the living room of the surrounding park.

The Skills Center, Tampa, Florida.
Project manager and designer for this renovation of an old bowling alley in Tampa to be the new home of the Skills Center, a nonprofit after school sports training center.

Tierra Verde Recreation Center, Tierra Verde, Florida.
Project manager and lead designer of this recreation/community center within the existing park, which will act as the town hall for this unincorporated community. *

Treasure Island City Hall, Treasure Island, Florida.
Project Manager of this renovation of an existing five story office building to be the new city hall for Treasure Island, with all city employees and a new city chamber consolidated beneath one roof. Master planning for the city included the renovation for the city hall as well as the design of a new public safety building directly adjacent to be designed and built in the future. *

Eric Beaulieu, AIA, LEED AP, NOMA

PRINCIPAL ARCHITECT

Mr. Beaulieu's 24 years of experience includes project management, design, preparation of construction documents, multi-discipline coordination, code analysis, cost analysis, bidding, and construction administration. Mr. Beaulieu has acquired experience in a wide variety of project types including renovations and new construction of all sizes and levels of complexity. Most notably, his architectural experience includes projects for a broad range of federal, state, and local public agencies.

Years Experience
25

Years with firm
20

EDUCATION
Master of Architecture, Lawrence Technological University
B. S. Architecture, Lawrence Technological University

REGISTRATIONS
Registered Architect: Florida: # 101719

CERTIFICATIONS
National Council of Architectural Registration Boards

West Bloomfield Township; Facility Assessments; West Bloomfield, Michigan.
Project includes facility assessment and asset management for Town Hall, Water Department Building, Police Headquarters, and five Fire Stations.

City of Kalamazoo; New Public Safety Station No. 2; Kalamazoo, Michigan.
Quality Manager. The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

City of Kalamazoo; Public Safety Station No. 1 Renovation; Kalamazoo, Michigan.
Quality Manager. The facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

Delhi Township Fire Station Renovation/Addition Study; Holt, Michigan.
Principal Architect. The proposed project includes four drive-through apparatus bays, gear lockers and associated support space, fitness and training space, living and dormitory spaces, and administrative offices. There is approximately 8,000SF of a new addition and 7,000SF of existing interior renovations.

West Bloomfield Township Fire Station #3, West Bloomfield, Michigan.
Principal Architect. The primary focus of the new 11,439 SF building layout is to meet the residential and privacy needs of the firefighters while maintaining quick response times, hot zone separation, and efficient site circulation.

Meridian Charter Township Central Fire Station No. 91, Okemos, Michigan. Project Manager, Architect.
New five-bay, 15,000 S.F. fire station includes apparatus bays, administrative offices, living quarters, locker rooms, fitness room, and a community training classroom.

Mishawaka Fire Station No. 4, Mishawaka, Indiana.
Project Manager, Architect. The new station includes an administrative area, fitness room, locker rooms, 18-bed dormitory, day room, kitchen and dining area, and three apparatus bays. The station also includes a 60-person multi-purpose training room which may also be used for other community activities.

Years Experience
36

Years with firm
26

EDUCATION
Registered Architect: Indiana, 1994, #AR19400121

Registered Interior Designer: Indiana, 2009, #RID00085

Certification
National Council of Architectural Registration Boards

PRESENTER
Station Design Conference

F.I.E.R.O Design Conference

Fire House Station Design – Juror 2018, 2021, 2024

PUBLICATIONS
"How Fire Station Design Can Help Improve Health" 2017

Fire House Design- Trends in Fire Station

Stephen P. Kromkowski, AIA

FIRE STATION SPECIALIST

Stephen, a registered Architect and Interior Designer, has over 33 years of professional experience with a focus on fire station design. As a regular presenter at the FIERO and Fire House Station Design conferences, Stephen emphasizes the necessity to incorporate careful planning into each project. Only then can the programmatic and operational needs be developed into cost-effective design solutions. His experience expands into all phases of architectural practice, including building assessment, capital improvement planning, remodel/renovations, and new construction in the public sector market. This experience combined with the detailed technical knowledge of building systems allows for the exploration of potential design solutions and provides an opportunity to achieve overall project quality of service to the client.

Greensburg Fire Station No. 1, Greensburg, Indiana
Fire Specialist. The New Fire Station No. 1 will be is a two-story facility that includes approximately 21,060 gross square feet and will meet the current and future needs of the department.

West Lafayette Public Safety Center, West Lafayette, Indiana
Project Director. The proposed development includes the renovation and addition to the existing Police Department facility to create a new 86,000 gsf West Lafayette Public Safety Center (WLPSC), which will include the Police Department operations (26,000 gsf) the Fire Station No. 2 and Fire Headquarters (36,000 gsf), Common Space (26,000 gsf).

City of Kalamazoo; New Public Safety Station No. 2; Kalamazoo, Michigan.
Fire Specialist. The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

West Bloomfield Township Fire Station #3, West Bloomfield, Michigan.
Fire Specialist. The primary focus of the new 11,439 SF building layout is to meet the residential and privacy needs of the firefighters while maintaining quick response times, hot zone separation, and efficient site circulation. (2019)

Additional Fire Station Experience
- Indianapolis Airport Authority, AARF, Indianapolis, Indiana
- Fire Station No. 6, Elkhart, Indiana
- Portage Fire Station, Portage, Indiana
- Fire Station No. 4, Mishawaka, Indiana
- South Bend Fire Department Headquarters and Central Station, South Bend, Indiana
- Penn South Fire Station No. 1, Mishawaka, Indiana
- Niles Fire Headquarters and Station, Niles, Michigan
- Elkhart Fire Station #3, Elkhart, Indiana, Conceptual Design
- Fire Station #3, Portage, Indiana
- Topeka Fire Station #30, Topeka, Indiana
- Central Fire Station #91, Charter Township of Meridian, Okemos, Michigan
- Fire Station No. 2, Columbus, Ohio
- Akron Fire Station, Akron, Ohio
- Livermore Fire Station, Livermore, Kentucky
- Liberty Township Fire Station, Valparaiso, Indiana

Jason Vetne, AIA, LEED AP

ARCHITECTURE QUALITY MANAGER

Mr. Vetne has 30 years of experience in all phases of architectural practice including project management, programming, design, construction documentation, specifications, and construction administration. Mr. Vetne has a broad range of experience in public sector projects of various size and complexity, with a specialized expertise in public safety and judicial facilities.

Years Experience
30

Years with firm
23

EDUCATION

Master of Architecture, Georgia Institute of Technology, 1998

B.S. Architecture, University of Maryland, 1994

REGISTRATIONS

Registered Architect: Indiana, #10300136, Kentucky, #5941, Michigan, #1301050742

AFFILIATIONS

American Institute of Architects

Gerald R. Ford International Airport, Aircraft Rescue and Fire Fighting Facility (ARFF), Grand Rapids, Michigan.
Project Manager. The proposed program is approximately 22,000gsf and includes five drive-through apparatus bays, administrative office space, fitness, dormitory, and living space.

City of Kalamazoo; New Public Safety Station No. 2; Kalamazoo, Michigan.
Project Manager. The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

City of Kalamazoo; Public Safety Station No. 1 Renovation; Kalamazoo, Michigan.
Project Manager. The facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

Delhi Township Fire Station Renovation/Addition Study; Holt, Michigan.
Quality Manager. The proposed project includes four drive-through apparatus bays, gear lockers and associated support space, fitness and training space, living and dormitory spaces, and administrative offices. There is approximately 8,000SF of a new addition and 7,000SF of existing interior renovations.

West Bloomfield Township Fire Station #3, West Bloomfield, Michigan.
Project Manager. The primary focus of the new 11,439 SF building layout is to meet the residential and privacy needs of the firefighters while maintaining quick response times, hot zone separation, and efficient site circulation. (2019)

Mishawaka Fire Station No. 4, Mishawaka, Indiana.
Architect. The new station includes an administrative area, fitness room, locker rooms, 18-bed dormitory, day room, kitchen and dining area, and three apparatus bays. The station also includes a 60-person multi-purpose training room which may also be used for other community activities.

Ashley Riley, AIA, RID

ARCHITECT

Ms. Riley has contributed to the development and production of a broad range of projects, including public safety, municipal, commercial, and transportation facilities. Ms. Riley's experience includes specialized development of 3-D modeling and rendering, including Building Information Modeling (BIM), as well as the coordination of all project disciplines within both the BIM environment and throughout the construction process. She specializes in the selection of building materials for not only aesthetics, but also durability and ease of maintenance.

Years Experience
12

Years with firm
10

EDUCATION

Master of Architecture, Ball State University, 2014

Bachelor of Science, Architecture, Ball State University, 2012

REGISTRATIONS

Registered Architect: Indiana, 2021, #AR12100020, Illinois, 2022, 001.025880

Interior Designer: Indiana, 2021, #RID00696

Greensburg Fire Station No. 1, Greensburg, Indiana
Architect. The New Fire Station No. 1 will be is a two-story facility that includes approximately 21,060 gross square feet and will meet the current and future needs of the department.

West Lafayette Public Safety Center, West Lafayette, Indiana
Architect. The proposed development includes the renovation and addition to the existing Police Department facility to create a new 86,000 gsf West Lafayette Public Safety Center (WLPSC), which will include the Police Department operations (26,000 gsf) the Fire Station No. 2 and Fire Headquarters (36,000 gsf), Common Space (26,000 gsf).

City of Kalamazoo; New Public Safety Station No. 2; Kalamazoo, Michigan.
Architect. The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

ARFF Station No. 2 Assessment, Indianapolis Airport Authority, Indianapolis, Indiana.
Architect. Facility condition assessment, programming study, and conceptual design.

New Fire Station, Center Township, LaPorte County, Indiana.
Designer/Associate Architect. New 14,000 SF fire station including three, double-bay apparatus bay, administrative and living quarters, and training room located on 7.7-acre site.

New Central Fire Station, Charter Township of Meridian, Michigan.
Associate Architect. New five-bay, 15,000 SF fire station including administrative offices, living quarters, locker rooms, fitness room, community training classroom, and complete site development.

Newburgh Heights Fire Department, Village of Newburgh Heights, Ohio.
Designer/Associate Architect. Renovation to existing fire station.

Portage Fire Station, Portage, Indiana.
Associate Architect. Design of a new 14,600 GSF fire station located on 1.3-acre parcel of land. Includes four drive-thru apparatus bays, fitness room, kitchen, day room, 12 private sleeping quarters, locker rooms, and associated support space, as well as public restroom facilities that will serve the adjacent public performance venue.

Years Experience
11

Years with firm
11

EDUCATION
B. S. Landscape Architecture, Purdue University, 2003

REGISTRATIONS
Professional Landscape Architect: Illinois, 2009, #157.001345, Indiana, 2010, #LA21000063, Ohio, 2011, #LA1101258, Michigan, 2012, #3901001556, Tennessee, 2024, #1368, Kentucky, 2016, #913

Sara Huss, PLA, LEED AP, CPESC

LANDSCAPE ARCHITECT

Ms. Huss' landscape architectural and planning experience includes, but not limited to, upscale residential, recreational, commercial and municipal design projects. Specific work has included design and project management for large estate site planning, urban residential lots and rooftops, streetscapes, commercial projects, community parks and experience in custom hardscape and planting designs. Ms. Huss has gained practical experience through on-site construction observation and field layouts. She is furthering her expertise in the landscape architectural field through continuing education.

Greensburg Fire Station No. 1, Greensburg, Indiana
Landscape Architect. The New Fire Station No. 1 will be is a two-story facility that includes approximately 21,060 gross square feet and will meet the current and future needs of the department.

West Lafayette Public Safety Center, West Lafayette, Indiana
Landscape Architect. The proposed development includes the renovation and addition to the existing Police Department facility to create a new 86,000 gsf West Lafayette Public Safety Center (WLPSC), which will include the Police Department operations (26,000 gsf) the Fire Station No. 2 and Fire Headquarters (36,000 gsf), Common Space (26,000 gsf).

City of Kalamazoo; New Public Safety Station No. 2; Kalamazoo, Michigan.
Landscape Architect. The new facility totals approximately 18,000 SF and accommodates both full-time police and fire-fighter personnel.

New Fire Station, Center Township, LaPorte County, Indiana.
Landscape Architect. New 14,000 SF fire station including three, double-bay apparatus bay, administrative and living quarters, and training room located on 7.7-acre site.

St. Joseph County Public Safety Answering Point (PSAP) Consolidation, St. Joseph County, Indiana.
Landscape Architect. This project involved the consolidation of four existing PSAP agencies within the County by providing a new Primary 911 Call Center. Site work for the new facility included staff and public parking, sidewalks, security fence and automated gates, earthwork, stormwater detention, and landscaping.

Corey Van Luchene, PE, SE

STRUCTURAL ENGINEER

Mr. Van Luchene provides structural engineering design services for various building and non-building structures. He has worked on projects owned by state, county, and local municipalities. His experience has involved him with the design of steel, concrete, wood, cold-formed metal framing, and masonry structures. In addition to design services, Mr. Van Luchene has been involved with the inspection of existing structures, construction administration, structural project manager, bridge inspection, and design.

Years Experience
26

Years with firm
26

EDUCATION
B.S. Civil Engineering, Valparaiso University, 1998

REGISTRATIONS
Registered Engineer:
Florida: # 90194, 2020

Structural Engineer:
Illinois, #081006335, 2006

Livermore Fire Station, Livermore, Kentucky.
Structural Engineer of Record. Responsible for the structural design of the new fire station addition and renovation of the existing complex.

Akron Fire Station #12, Akron, Ohio.
Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station. Design elements included load-bearing CMU walls, structural steel framing, cold-formed steel trusses, and concrete foundations.

Kalamazoo Public Safety Station No. 2, Kalamazoo, Michigan.
Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station.

Center Township New Fire Station, LaPorte County, Indiana.
Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station.

Fire Station & Service Department Project, Village of Newburgh Heights, Ohio.
Structural Engineer of Record. Responsible for the structural design and technical specifications for the conversion of an old mechanic garage to this new fire station and service department.

New Fire Station No. 3, Portage, Indiana.
Structural Engineer of Record. Responsible for the structural design and technical specifications for this new two-story fire station.

Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.
Structural Engineer of Record. Responsible for the structural design and technical specifications for this new fire station.

Years Experience
20

Years with firm
20

EDUCATION
B.S. Mechanical Engineering, Purdue University, 2004

REGISTRATIONS
Registered Engineer: Florida: #96344, 2023

CERTIFICATIONS
LEED Accredited Professional, U.S. Green Building Council, 2015

Joshua Apling, PE, LEED AP

MECHANICAL ENGINEER

Mr. Apling has 20 years of experience in the mechanical engineering field. He performs mechanical engineering design services for a wide variety of institutional and municipal clients. Mr. Apling designs mechanical systems from small office buildings to sports arenas and student housing facilities. His experience extends to a wide variety of designs for Heating, Ventilation and Air Conditioning (HVAC) systems. He also has extensive experience in project management, plumbing and fire protection design, sanitary sewer and water distribution main designs, lift station design and feasibility studies for buildings and public works projects.

Greensburg New Fire Station #1, Greensburg, Indiana.
Mechanical Engineer. Responsible for the HVAC, Plumbing, and Fire Protection design for a new fire station.

Portage Fire Station, Portage, Indiana.
Mechanical engineer. Assisted with the HVAC, plumbing, and fire protection design of a new fire station.

Franklin County (KY) Fire Station, Frankfort, Kentucky.
Plumbing Engineer. Responsible for the plumbing system design for a new fire station.

Flemingsburg (KY) Fire Station, Flemingsburg, Kentucky.
Plumbing Engineer. Responsible for the HVAC and plumbing system design for a new fire station.

Central Fire Station No. 91, Charter Township of Meridian, Okemos, Michigan.
Mechanical/Plumbing Engineer. Responsible for the HVAC and plumbing system design for a new fire station.

Mishawaka Fire Station #4, Mishawaka, Indiana.
Mechanical/Plumbing Engineer. Responsible for the HVAC and plumbing system design for a new fire station in Mishawaka, Indiana.

Hamilton County Public Safety Center, Noblesville, Indiana
Mechanical Engineer. New facility to house the Hamilton County Public Service Answering Point, Emergency Management, Emergency Operations Center, County Day Care and Warehouse on a 20-acre site.

Renovation of Stations 81, 83, 84, and 85, Wayne Township Fire Department, Indianapolis, Indiana.
Mechanical/Plumbing/Fire Protection Engineer. Design included revisions to the second floor HVAC system in station 81, 83, and 85 as well as providing new restrooms with showers on the second floor. Design for station 84 included a complete renovation of the second floor with a new HVAC system.

Martinsville Fire Department, Martinsville, Indiana.
Mechanical Engineer. Responsible for the HVAC system design for a new fire station in Martinsville, Indiana. Responsibilities included performing the heating and cooling load calculations, ductwork design, vehicle exhaust system design, controls system design, and equipment selections. The ductwork system included sound control measures located above the training room.

Jeromy Haines, PE

ELECTRICAL ENGINEER

Mr. Haines has 11 years of professional experience in electrical engineering, including engineering and design, cost estimating, and multi-discipline coordination to execute projects successfully.

He is a recognized expert in technology and communications in electrical design. Under his leadership, DLZ is advancing electrical engineering in creative, yet affordable design solutions.

Years Experience
11

Years with firm
1

EDUCATION

B.S. in Electrical Engineering, Ohio University

REGISTRATIONS

Professional Engineer
AL » AZ » CA » GA » CO » FL » IL » IN » KY » ME » MA » MN » MS » MT » NB » NV » ND » NJ » NY » OH » OK » PA » SC » TN » TX » VA » WA

Hamilton County Public Safety Center, Noblesville, Indiana
Electrical Engineer of Record. New facility to house the Hamilton County Public Service Answering Point, Emergency Management, Emergency Operations Center, County Day Care and Warehouse on a 20-acre site.

West Lafayette Public Safety Center, West Lafayette, Indiana
Mechanical Engineer. The proposed development includes the renovation and addition to the existing Police Department facility to create a new 86,000 gsf West Lafayette Public Safety Center (WLPSC), which will include the Police Department operations (26,000 gsf) the Fire Station No. 2 and Fire Headquarters (36,000 gsf), Common Space (26,000 gsf).

St. Joseph County Public Safety Answering Point (PSAP) Consolidation, St. Joseph County, Indiana.
Mechanical Engineer. This project involved the consolidation of four existing PSAP agencies within the County by providing a new Primary 911 Call Center. Site work for the new facility included staff and public parking, sidewalks, security fence and automated gates, earthwork, stormwater detention, and landscaping.

Delhi Charter Township Fire Station Indianapolis, Indiana
Electrical Engineer. Project includes four drive-through apparatus bays, gear lockers and associated support space, fitness and training space, living and dormitory spaces, and administrative offices. There is approximately 8,000SF of a new addition and 7,000SF of existing interior renovations.

Avantor Pharmaceutical St. Louis, Missouri
Electrical Engineer. Worked on upgrade project at the St. Louis location to add additional production suites to the existing building. Designed power distribution upgrades to existing system to serve new production equipment. Designed lighting for sensitive product and demanding environment to support new spaces.

Cardinal Health Indianapolis, Indiana
Electrical Engineer. Designed power distribution, lighting, fire alarm system, security, and cable tray layout for greenfield site in Indianapolis. The project involved coordination with the utility for Medium Voltage feeder to serve new building transformer, designing power distribution for HVAC and production equipment, receptacle layouts, and generator sizing and design for backup of critical systems and equipment as well as designing to allow for future upgrades of distribution.

Years Experience
38

Years with firm
10+

EDUCATION
Associate of Arts, Florida Community College, 1989

Edward L. Goodson

CIVIL ENGINEER

Ed has 38 years of experience in a variety of aspects of civil engineering with services ranging from due diligence to final design, permitting and project management, and construction administration. He has a broad base of project experience primarily in NE Florida, as well as abroad with both public and private sector clients. He has worked with multiple educational, aged living, medical, church, recreational, office, retail, industrial, and many other "private" sector clients, as well as the public sector to include the City of Jacksonville, Department of Military Affairs (DMA), U.S. Navy/NAVFAC, City of Jacksonville Beach, Clay County, and the State of Florida Health Department. He prides himself on customer service and providing realistic and creative solutions to unique engineering and permitting challenges.

- City of Jacksonville Fire Stations (Land side fire stations) 4,10,26,31,61,62,73,74 ,75,47,22, 48 (current), Jacksonville, FL
- City of Jacksonville Fire Stations (Boat and land side fire stations) 40, 39, Jacksonville, FL
- City of Jacksonville 911 Backup Call Center Cecil Field, Jacksonville, FL
- City of Jacksonville Fire Station Improvements (12,6,23,2,7,18,9,11,15,38, 13,19,30,20,28,44)
- Clay County Fire Station 24, Clay Co, FL
- Clay County Fire Station 20, Green Cove Springs, FL
- Clay County Fire Training Facility, Clay Co., FL
- Mark Lance Armory Improvements, St. Augustine, FL
- Dept. of Military Affairs (DMA) Robert Ensslin Armory Expansion / Improvements, St. Johns County, FL
- DMA / Camp Blanding, 20 plus projects, N.E., FL
- Cape Canaveral ULI Launch 41 Tower, and Launch 41 Parking Improvements, Cape Canaveral, FL
- Florida School for the Deaf & the Blind Gore Hall – Renovation, St. Augustine, FL
- Florida School for the Deaf & the Blind – Tiny Town project, St. Augustine, FL
- Refosco Office Warehouse – St. Johns County (Nocatee), FL
- Fleet Landing at Nocatee – New Aged Living Development., Jacksonville (Nocatee), FL (in design)
- Fleet Landing at Nocatee – Marketing Center, Jacksonville (Nocatee), FL

Certifications & Licensure

State of Florida
Department of State

I certify from the records of this office that DLZ FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 4, 2014.

The document number of this limited liability company is L14000023253.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on April 9, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of June, 2024

Secretary of State

Tracking Number: 2429575449CU

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

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

Florida dbpr Department of Business & Professional Regulation

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Logged in as Leftridge, Colleen

Application Status Inquiry

Below is a list of outstanding/pending applications.

To provide additional documentation for your application select "Attach".

Press "Back" to return to the main menu.

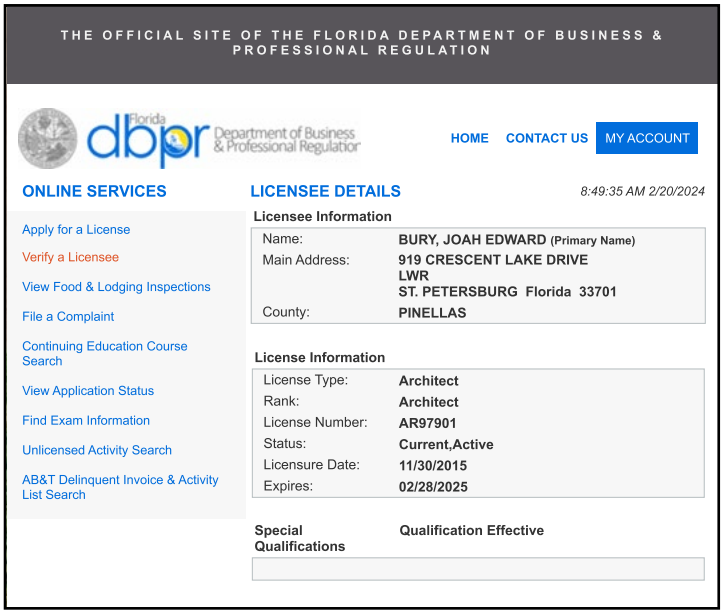
Status	License Type	Application Number	Application Name	Submission Date	License Number	Deficiencies	Notes	Attachments
Approved	Registry	62846	Qualification of Engineering Business Organizations	03/24/2022	35930			

Online Applicants: If you have submitted an online application, we will evaluate the application to determine if you meet the eligibility requirements for examination and/or license. You will be notified in writing if we need any additional information or documentation. Your application will be considered complete only upon the department's receipt of all requested information, including validation of payment from your financial institution.

Brand/Label Registration: Thank you for submitting your online registration. The application shall be considered complete upon the submission of the application and any required payment. Registrant records are subject to audit to verify compliance with the beverage law and that any violations thereof, may result in revocation of the brand/label.

If you have any questions regarding the application process, you can reach our Customer Contact Center at 850.487.1395.

Back



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LICENSEE DETAILS 8:49:35 AM 2/20/2024

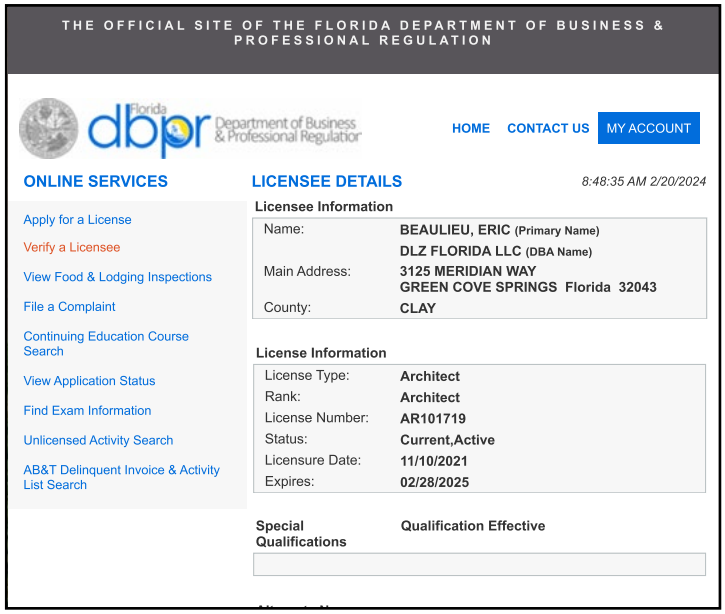
Licensee Information

Name:	BURY, JOAH EDWARD (Primary Name)
Main Address:	919 CRESCENT LAKE DRIVE LWR ST. PETERSBURG Florida 33701
County:	PINELLAS

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR97901
Status:	Current,Active
Licensure Date:	11/30/2015
Expires:	02/28/2025

Special Qualifications	Qualification Effective



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LICENSEE DETAILS 8:48:35 AM 2/20/2024

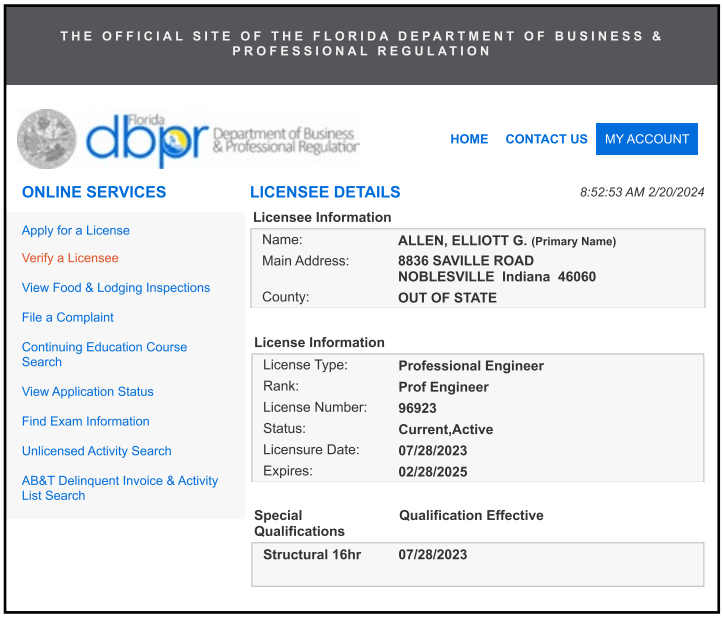
Licensee Information

Name:	BEAULIEU, ERIC (Primary Name)
	DLZ FLORIDA LLC (DBA Name)
Main Address:	3125 MERIDIAN WAY GREEN COVE SPRINGS Florida 32043
County:	CLAY

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR101719
Status:	Current,Active
Licensure Date:	11/10/2021
Expires:	02/28/2025

Special Qualifications	Qualification Effective



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LICENSEE DETAILS 8:52:53 AM 2/20/2024

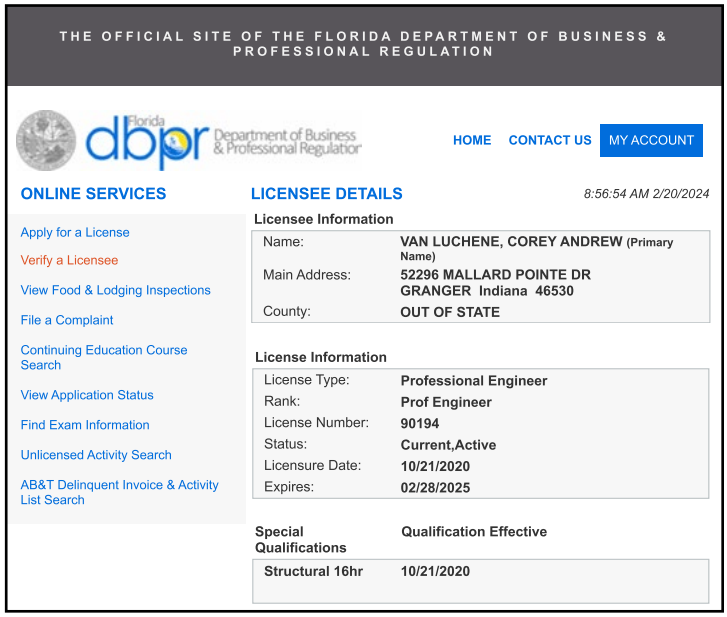
Licensee Information

Name:	ALLEN, ELLIOTT G. (Primary Name)
Main Address:	8836 SAVILLE ROAD NOBLESVILLE Indiana 46060
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	96923
Status:	Current,Active
Licensure Date:	07/28/2023
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Structural 16hr	07/28/2023



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LICENSEE DETAILS 8:56:54 AM 2/20/2024

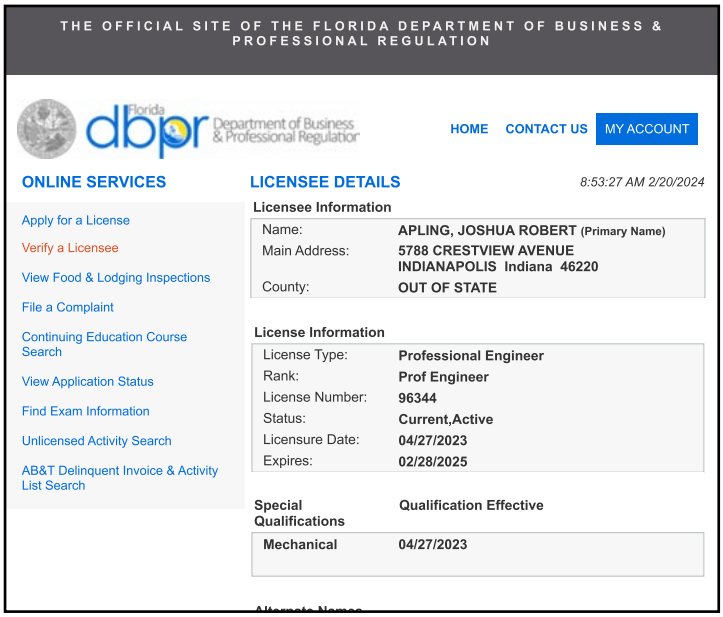
Licensee Information

Name:	VAN LUCHENE, COREY ANDREW (Primary Name)
Main Address:	52296 MALLARD POINTE DR GRANGER Indiana 46530
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	90194
Status:	Current,Active
Licensure Date:	10/21/2020
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Structural 16hr	10/21/2020



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LICENSEE DETAILS 8:53:27 AM 2/20/2024

Licensee Information

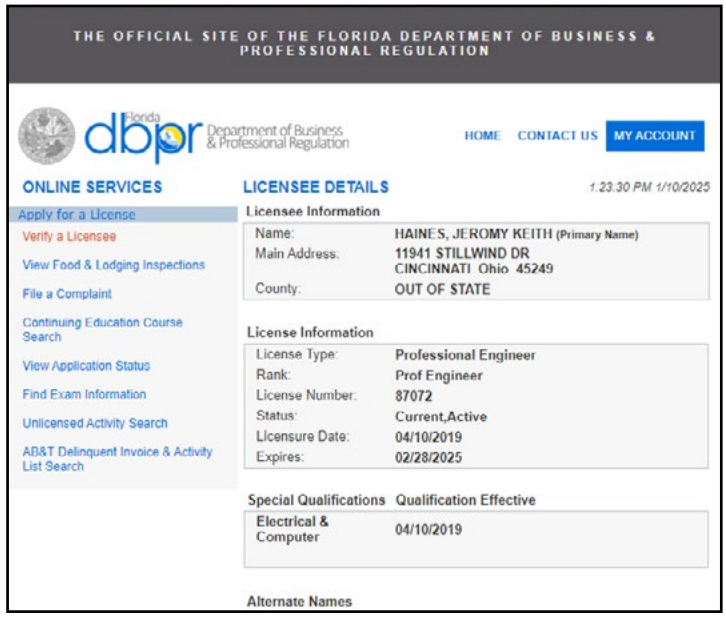
Name:	APLING, JOSHUA ROBERT (Primary Name)
Main Address:	5788 CRESTVIEW AVENUE INDIANAPOLIS Indiana 46220
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	96344
Status:	Current,Active
Licensure Date:	04/27/2023
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Mechanical	04/27/2023

Alternate Names



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LICENSEE DETAILS 1:23:30 PM 1/10/2025

Licensee Information

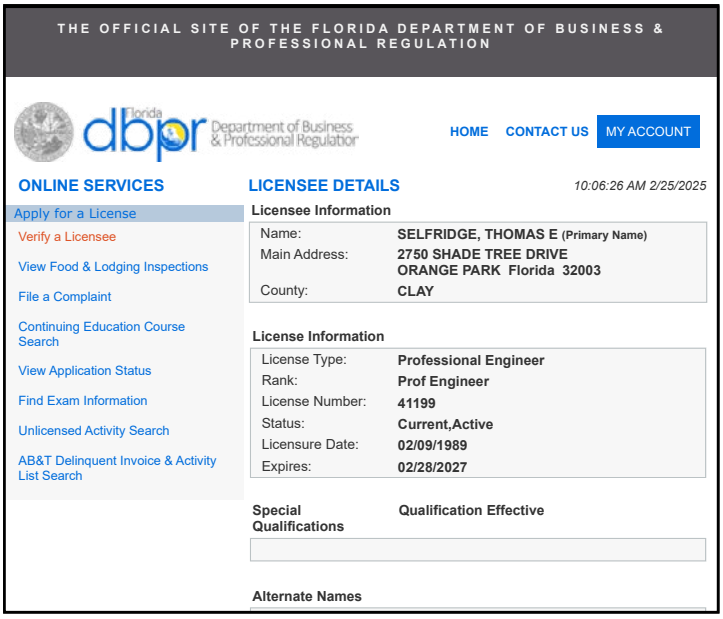
Name:	HAINES, JEROMY KEITH (Primary Name)
Main Address:	11941 STILLWIND DR CINCINNATI Ohio 45249
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	87072
Status:	Current,Active
Licensure Date:	04/10/2019
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Electrical & Computer	04/10/2019

Alternate Names



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LICENSEE DETAILS

10:06:26 AM 2/25/2025

Licensee Information

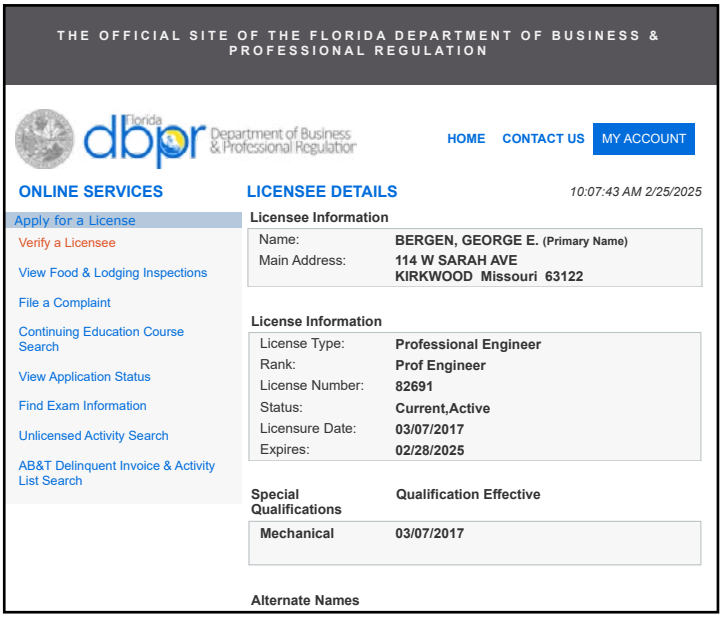
Name:	SELFRIDGE, THOMAS E (Primary Name)
Main Address:	2750 SHADE TREE DRIVE ORANGE PARK Florida 32003
County:	CLAY

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	41199
Status:	Current,Active
Licensure Date:	02/09/1989
Expires:	02/28/2027

Special Qualifications	Qualification Effective

Alternate Names



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LICENSEE DETAILS

10:07:43 AM 2/25/2025

Licensee Information

Name:	BERGEN, GEORGE E. (Primary Name)
Main Address:	114 W SARAH AVE KIRKWOOD Missouri 63122

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	82691
Status:	Current,Active
Licensure Date:	03/07/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Mechanical	03/07/2017

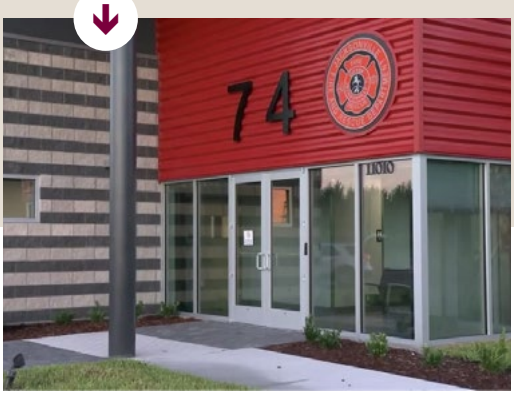
Alternate Names

Subconsultants

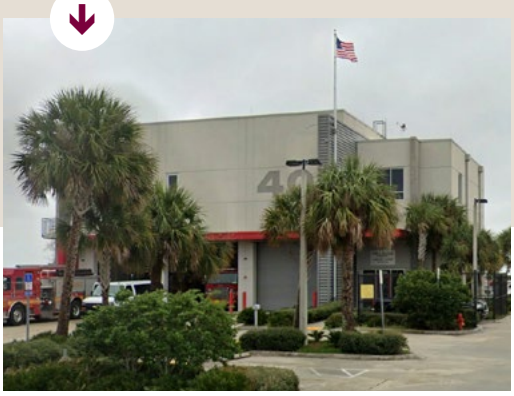
Goodson Bergen & Associates Consulting Engineers, Inc.

A Leading North Florida Civil Engineering Firm.

Our relationships with the local and state agencies help us provide you and your project with the best solution. We complete the intricate paperwork and specialized design for your project so that there are no surprises during the permitting processes. Our experience and professionalism helps provide you with real, workable results.



Jacksonville
Fire Station 74



Jacksonville
Fire Station No. 40

Green Cove Springs
Fire Station No. 20

Tierracon

The foundation for any successful project starts with the ground upon which it's built.

As one of the nation's leading providers of geotechnical services, it's our business to explore below the surface. We're an industry leader because our resources are unmatched. Our clients have access to one of the nation's largest owned and operated fleet of geotechnical exploration equipment, a network of more than 140 laboratories, including the largest network of accredited and validated accredited laboratories of any geotechnical firm in the country, and more than 175 locations serving all 50 states. If your project involves a remote location or a large portfolio of sites, we can meet the challenge. Every day, clients rely on our ability to gather and analyze data in a timely manner.

3002 SURVEYING

Survey

3002 offers boundary and topographic surveying services to a wide variety of clients, having provided these services to clients ranging from residential, commercial, Federal, State and Local Government clients.

References

Kalamazoo Department of Public Safety Station No. 2

New 18,000 SF facility. Police and fire-fighter personnel. Includes three drive-through bays, gear storage, living quarters, a multi-purpose training and community room, and a storm shelter.

CITY OF KALAMAZOO

Ryan Tibbets, Assistant Chief

269.337.8120 | Tibbetsr@kalamazoocity.org

Delhi Township Fire Station

Four drive-through bays, gear lockers and support space, fitness and training space, living and dormitory spaces, and administrative offices. 8,000SF new addition and 7,000SF renovations.

DELHI CHARTER TOWNSHIP

Brian Ball, Chief

269.657.8200 | brian.ball@delhitownship.com

IDIQ Contracts, United States Postal Service

DLZ has been working continuously for the USPS since 2007 on a wide variety of types and sizes of projects ranging in construction value from +/- $50,000 up to over $7,500,000.

UNITED STATES POSTAL SERVICE

Bruce Adams

630.675.0468 | bruce.e.adams@usps.gov

Fire Station Approach

DLZ's technical approach will be similar to the Architectural/ Engineering Service contracts that our team regularly executes for other municipalities and public safety agencies.

Once a project has been initiated, all contact between DLZ and the City will be through DLZ's Project Manager, who will be the primary point of contact. DLZ considers ourselves to be an extension of the City's staff, ready to meet on short notice when necessary, understand the importance of schedule and budget, and work effectively and efficiently to complete all assignments.

Our goal is to provide a management structure capable of fully understanding the comprehensive goals of the City while utilizing our unique knowledge of similar facility additions and improvements that will address the unique objectives of the City.

DLZ will meet with City staff to:

- Clearly identify the scope of work,
- Identify a schedule understood by all team members,
- Specific goals and objectives, and
- Review the project site.

This meeting will include, at a minimum, DLZ's Project Manager and the lead technical personnel that may be needed to complete the work. At this meeting, DLZ and the City will discuss scope, schedule, budget, and other relevant information needed to develop a detailed scope of work and fee. A detailed scope of services, schedule, and compensation for the project will be required and provided to the City for review. DLZ will not proceed on any work or changes in the work on a project without written authorization from the City.

DLZ has presented a team composed of key in-house staffing and subconsultants with resources necessary to fulfill the specialized experience and technical competence requirements of this project.

Kickoff Meeting

DLZ conducts an internal Project Kickoff Meeting at the start of each project, with subsequent bi-weekly progress meetings with assigned project personnel to review assignments, project parameters, project progress, anticipated needs, and overall schedule.

Resource Allocations

DLZ's Project Management team will monitor the workload of the assigned team members and evaluate the schedule to determine if additional staffing is needed.

Schedule

Each task order will have a prepared schedule. The schedule will include the submission dates and durations of all QC review and design efforts.

Team Meetings

Bi-weekly progress meeting with assigned project personnel will review assignments, project parameters, project progress, anticipated needs, and overall schedules.

Progress Meetings/Updates

It is critical that scheduled face-to-face meetings are conducted between DLZ's Project Manager and the client's Project manager. These meetings will provide a status report on the project's progress and development, as well as the overall project schedule and budget.

Quality Control Meeting

The QC Team will review the documents to confirm adequacy of basic data, correctness of calculations, completeness of documentation, and compliance with guidance, standards, regulations, and laws.

WORKPLAN

Architecture and engineering projects require flexibility and collaboration throughout the process. Our team has developed a proven process that is based on more than 100 years of company experience which capitalizes on our lessons-learned with public safety and fire station projects. DLZ's extensive experience and years of collaboration has resulted in successful design and construction solutions as exhibited in our long history and reinforced by our project portfolio.

South Bend Fire Headquarters ↓

Portage Fire Station No. 3 ↓

Martinsville Fire Headquarters ↓

Example Work Plan

The typical project process includes a series of clearly defined phases to make sure that the design and construction is completed on time and within budget. The following information provides a general overview of each phase and typical work items that are performed. It is understood that the specific tasks to be performed will be tailored to meet your specific project needs.

The following process is commonly utilized for all of our public safety facility projects and has been proven through the successful completion of many projects of various sizes and complexities.

Programming and Space Planning

- Review of existing operations.
- Field verify proposed site and building location.
- Identify site amenities and program design elements and characteristics.
- Identify the type, size, and configuration of proposed spaces to meet anticipated and projected needs.
- Develop room adjacencies.
- Identify project goals.
- Establish quantitative and qualitative parameters of the project.

Schematic Design and Design Development

- Develop site plan incorporating site program elements.
- Develop overall proposed floor plans, sections, and elevations.
- Review of structural loading requirements, capabilities, and proposed modifications.
- Develop electrical concepts and integration requirements.
- Develop mechanical, environmental controls, and air quality requirements.
- Investigate building massing and organization.
- Meet with the City and Stakeholders upon completion of Schematic Design and Design Development phases.
- Develop Total Project Cost Summary.
- Review building materials, systems options, and design alternatives.

Construction Documents

- Develop Permit Documents for submittal to applicable authorities for Building Permit, Development Plan Submittal, and other required reviews.
- Prepare Construction Documents for final Quality Control reviews, including Architectural, Civil, Landscape, Structural, Mechanical, Plumbing, Fire Protection, Electrical, and Technology drawings, as applicable for each project.
- Prepare Specifications for final review
- Prepare a final Opinion of Probable Construction Cost
- Conduct final Quality Control reviews for all documents
- Meet with the City and project stakeholders to review the final plans
- Provide final material and color selections for City approval
- Prepare final Bidding and Construction Documents based on the City review comments and final Quality Control review comments
- Provide final signed/sealed Bid Documents for use in subsequent bidding and solicitation phases.
- Update final Opinion of Probable Construction Cost
- Deliver all documents in electronic format and hard copies, as applicable

Bidding and Award

The DLZ team will assist in the bidding phase by responding to contractor based questions, attending a pre-bid meeting, participating in the bid opening, reviewing the bids submitted, and helping to prepare the agreement. Bid Phase activities will be performed in cooperation with the City's Construction Manager.

Construction Administration

The DLZ team will provide the typical items as identified by the standard form of agreement between owner and architect, including the following:

- Attend pre-construction meetings.
- Attend progress meetings.
- Review Contractor's RFI's.
- Review shop drawings and submittals.
- Prepare Architect's Supplemental Instructions (ASI).
- Review Contractor's requested change orders.
- Review closeout submittals.
- Review Contractor's as-built documents.
- Review Contractor's payment applications.
- Monitor Contractor's general compliance with the schedule and general design intent.

We believe it is in the best interest of all parties for the Design team to also be represented on-site part time during construction. The DLZ team is qualified and experience to respond to contractor questions so the project can progress in an efficient manner.

Project Closeout

The Project Closeout phase is a critical. The DLZ team will work with City to confirm the project is completed per the bid document requirements. We will also review as-built drawings and operations and maintenance manuals to verify they are generally representative of the actual construction of the project.

Quality Approach

DLZ utilizes a Quality Management/Quality Control (QM/QC) process in all of our work. Quality Management (QM) is the process of planning, organizing, implementing, monitoring, and documenting a system of management practices to improve the overall level of service to the client. Successful QM requires an accurate understanding of the client's expectations with respect to communication, quality, schedule, budget and specific project issues. QM begins at the proposal/contract development stage and continues beyond project completion.

Technical Quality Control

DLZ is proud of the quality of the services that we provide to our clients. Our team documents the issues, goals, challenges, and the criteria that define each task. This information is carefully reviewed and potential solutions will be discussed with the client to allow fiscally sound decisions to be made. Information is recorded in an organized and coherent manner for communication and future reference. The DLZ team has a proven

We Know Fire Station Design!

Functional and well-designed spaces to support the critical work at fire stations is essential for the operational needs of the staff, which includes the following areas:

Living Quarters

Many fire stations are occupied 24 hours a day, seven days a week. Therefore, ensuring a comfortable living environment is critical, as well as designing these areas to ensure response times are met. DLZ is careful to consider these needs for facilities that require sleeping quarters, quiet rooms, indoor recreation, kitchens, wellness spaces, laundry room, gender-neutral bathrooms, showers, and possible additional recreation spaces.

Training/Community Rooms

More and more fire stations are being designed to provide classroom-style training rooms to be used not only by the firefighters but also used by the community in which it is located for educational and outreach programs. These can include meeting and training rooms, conference space as well testing facilities for firefighters' continuing education.

Apparatus Bays

The apparatus zone is the most critical area for the functional operation of the firehouse. Easy and direct access to the Apparatus Bay is imperative. Design considerations include single-bay versus drive-thru bays, overhead clearances, system coordination, ventilation and exhaust systems, and ample clearances around each vehicle. The arrangement of the vehicles and first line of responses directly impacts the apparatus bays.

Beyond firefighting and emergency response vehicles, support and storage spaces, and dedicated decontamination zones must be equally considered. Functional and operational needs of the support functions include the proper design of cleaning and maintenance areas for firefighter's self-contained breathing apparatus (SCBA), turn-out gear, decontamination, laundry/extractors, and other equipment as well as storage for hoses, equipment, and emergency response equipment.

Incorporation of drains within the apparatus bays with oil and sand separator equipment that can be easily maintained is critical.

Mitigate Risk and Exposure to Carcinogens

There are many aspects to firehouse design and fire operations, however, the topic of cancer and the potential to mitigate risk and exposure to carcinogens is at the forefront of today's discussions.

According to the International Association of Firefighters, 61 percent of firefighter line-of-duty deaths from 2002 to 2016 were cancer-related. Research suggests significant evidence supporting the relationship between firefighting and cancer.

DLZ's architects and engineers incorporate a variety of design components to reduce potential cancer risk to the firefighters within the station. Firehouse configurations and spatial adjacencies not only meet the functional operational needs but also establish 'hot zones' which are separated from firefighter living zones. Decontamination areas, gear washing and drying zones, and gear storage areas are located immediately off the apparatus floor area to contain potential exposure to the living spaces.

Ventilation systems are selected with careful attention to fresh air and exhaust air levels. Direct capture ventilation systems utilized for the vehicle exhaust systems within the apparatus bays; properly ventilated gear lockers and storage areas are designed; positive building pressure within the living areas is established to reduce air infiltration from the 'hot zones: these measures reduce the potential air-borne contaminants.

One of the more recent amenities within firehouses are firefighter saunas. Studies have shown sweating is 10 times more effective in removing toxins than natural methods. As a result, the use of saunas has become more common within today's firehouses. When utilized with low cardio activities, toxins, including heavy metals and lead, which enter the firefighters' bloodstream during fire calls, are flushed and removed.

Administration Offices

The office areas in a fire station need to be functional and well-designed for staff to perform their day-to-day duties and responsibilities. These areas can include public service counters, workstations, dispatch, and offices.

DESIGN AND TECHNOLOGY INTEGRATION

Fire station design must first and foremost address the functional operational needs of the department. Clear and direct circulation routes to the apparatus bays, clear line of sight from the apparatus, to the comfortable and convenient living quarters for the firefighters are critical in fire stations. A well-designed station can reduce mobilization time before equipment can roll. Equally important is technology, as it best informs the first response initiative and its impact on the station's operations.

Building Systems

Technological advances in building systems allow stations to be energy efficient and reduce long-term maintenance and operation costs. The ability to incorporate high-performance insulated exterior wall and roof systems drastically reduce the energy consumption required for the station.

Another example is the use of bi-fold doors in lieu of the traditional overhead doors within the apparatus bay. The initial higher material cost can be outweighed by the expected long-term cost savings, which is realized through less maintenance, repair/replacement, and service to the doors. Additionally, the operating speed saves precious seconds in response time. The bi-fold doors also increase door opening speed, which translates into quicker response time to incident calls.

Mechanical Systems

Our team's mechanical engineers have designed HVAC systems, piped gas systems, and plumbing systems that respond to the specific needs of each project, resulting in optimized energy-conserving techniques and practices. These include utilizing hot water condensing boilers which incorporate a heat exchanger to provide domestic hot water, high-efficiency HVAC units, and heat recovery units to reduce energy consumption and conserve resources. In addition, the use of direct digital controls and programming features that incorporate an economizer mode of operation is commonplace.

Electrical Systems

Similarly, our team's electrical engineers explore and employ power, lighting, daylighting, and control system designs, reducing overall operating and construction costs of buildings, while creating enhanced value and assets for the building and its occupants. Potential sources for sustainable design include:

- Daylight harvesting light fixtures and controls
- Energy-saving LED and light fixtures
- Energy-efficient mechanical equipment with variable speed motors
- Digital controls for HVAC systems.
- Site lighting that complies with EPA "Dark Sky" requirements

Receptacles & Devices

The incorporation of receptacles and devices for power and data systems and connectivity is necessary for all stations. Training rooms include wall-mounted flat-screen monitors and 'smart boards' which have replaced the more traditional overhead projectors and pull-down screens.

Convenience receptacles with USB ports and charging stations are strategically placed to improve overall operation and convenience for the firefighters. The inclusion of USB charging stations within the day room and kitchen/dining area is just one inexpensive provision that can have a positive and direct impact and improve the firefighter's environment within the station.

Site Development

DLZ's experience includes stormwater mitigation. The use of rain gardens helps to reduce surface run-off and the need for collection discharge systems, which in turn reduces long-term costs for the community. In addition, the installation of pervious pavement assists with stormwater absorption without taxing the storm utility.

Information Technology

Dedicated information technology (IT) rooms are a necessity; ones that provide a clean dust-free environment and are well cooled and ventilated. Sufficient clearance adjacent to the IT cabinets allows for services and access. In addition, an appropriate grounding system must be provided. The installation of voice-over-internet data-telephone-cable is commonplace with today's well-designed stations. The result is less conduit and cabling required, as well as future flexibility for burgeoning technology to serve these functions as separate independent systems.

Security

The installation of door control access security cameras and close-circuit television (CCTV) is essential in station design. However, rather than relying on additional hardware and infrastructure, DLZ explores the opportunities to provide clear and open lines of sight and visual control and the principles of Crime Prevention Through Environmental Design (CPTED).

Communication

DLZ's design approach is rooted in open communication and collaboration. The City staff and other stakeholders will be an instrumental force within the project team. The project begins with team-building and consensus workshops. These workshops include brainstorming sessions, interviews and surveys, tours of your facility and other similar facilities in the region, and the sharing of our design experience and expertise. This allows for open discussions and the exploration of multiple design solutions. As the project continues along the logical, systematic, and linear direction, the project is strengthened through the relationship that has been developed.

Results

During the conceptual design phase, the design direction focuses on developing your design concept. This design addresses your project's goals and results in the excitement and ownership of the design by all parties involved in the process. This creates a tremendously positive sense of pride that directly impacts the staff's and community's view and will provide support to the project. The final resolution not only creates a new fire station facility but also will positively impact the overall investment in the community.

Design Workshops

The results of our award-winning designs are generated in part from the creative process initiated with key project stakeholders through ongoing collaboration, communication, and design workshops. These series of interactive workshops go beyond statistics and written briefs to thorough discussions and demonstrations with key stakeholders. We approach them with our team's vast experience and knowledge from past projects yet seeing what is new, original, and needed for your particular project.

These workshops have many potential benefits including a greater sense of participation, face-to-face contact between designer and users, and rapid feedback of new ideas. Communication is established so spaces may be programmed, options explored, requirements discussed, and objectives established. This fosters an environment where consensus for facility design is quickly established.

The design workshop approach is the cornerstone of our team's professional services. It will allow for the individuality of the ideas and needs of the City's fire station to be transformed into functional design solution choices, and eventually the final one. We have found this approach to be successful as it allows us to listen closely to each client and respond in a clear, concise, cohesive manner to their unique requirements. We have used stakeholder small group meetings, public town hall meetings, and "coffee talks" to solicit and garner feedback about individual components over facility design.

Comments and questions are folded into our design process with the involvement and approval of the project's official steering committee. Input from City representatives also builds excitement and confirms a program and project scope of work to support our design workshops and to better understand the current and future needs of your fire operation. Through this extensive experience, we have gained a full understanding of the program, design, and construction of fire station facilities that we will apply to your project.

Operations and Fire Staff

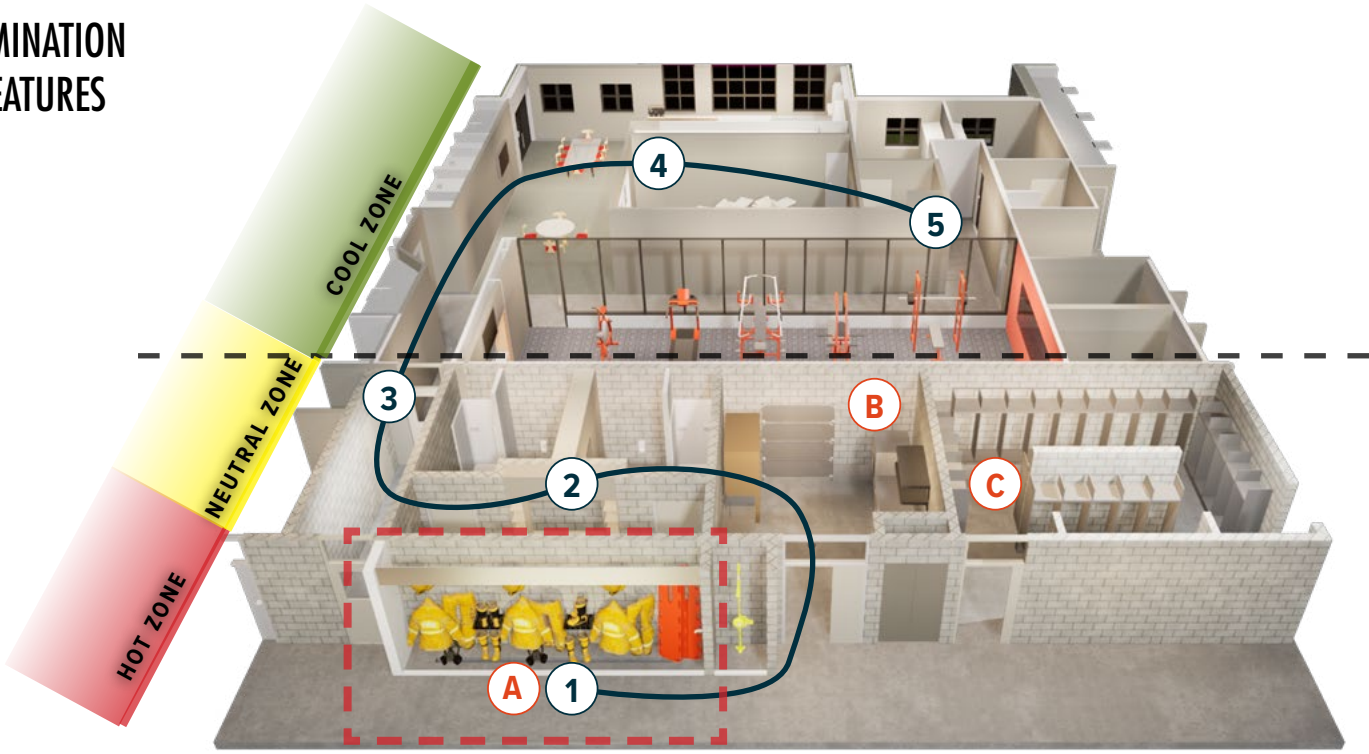
One of the most important stakeholders is that of the operations and fire staff. A successful facility is defined by its ability to be successfully operated year-in and year-out, not just on opening day. This can only be accomplished by understanding the experience and capabilities of the staff and the commitment to design a building with their needs in mind. DLZ explores short and long-term operational and maintenance costs of the anticipated facility.

We have found this approach further defines the design for the referenced systems, and assist the City to drill down a little deeper in their thinking about how the building will ultimately operate. This often leads to building design changes, beyond the subject systems, that result in a better project for all.

360 PANORAMIC DURING CONCEPTUAL DESIGN

Simply view the bar code through your phone camera and accept connection.

DECONTAMINATION DESIGN FEATURES



Gross Decontamination

As the first step of the decontamination process for both firefighters and their gear, this area provides a space to clean large particle contaminates. Early cleaning here prevents contaminates from tracking throughout the facility and helps keep the 'Hot Zone' cleaner.

Gross Decontamination Hood - Apparatus Bay

While contaminated gear is sprayed down, the hood pulls in contaminated air moving it from the immediate area.

Equipment Washing

All 'Hot Zone' items are washed and dried in this room. This includes all gear and clothes worn on a run, as well as cleaning rags and other items used in the apparatus bays.

C Gear Turnout/Storm Shelter

Once gear has been properly cleaned and dried it is stored in this room ready for use on the next run. This space has also been hardened to act as a storm shelter in case of emergency and is sized to hold the entire operating staff of the facility.

2 Shower Stalls and Lockers

Cold showers are recommended after each run. A set of civilian clothes are stored here and no garments worn on a run ever enter the cool zone.

3 Air Partition Vestibule

Positive air pressure prevents airborne contaminants from flowing from the 'Hot Zone' into the 'Cool Zone' of the living spaces.

4 Hydration and Relaxation

Recovery is an important step for maintaining firefighter health. These spaces allow for critical hydration and team bonding.

5 Fitness Areas

After sufficient recovery time, firefighters need a space to maintain physical fitness. This space is clearly visible from surrounding areas and allows firefighters to safely increase muscle, lung, and heart health.

Workload

The projects listed are those that being managed by our team based in DLZ's Green Cove Springs, Florida office.

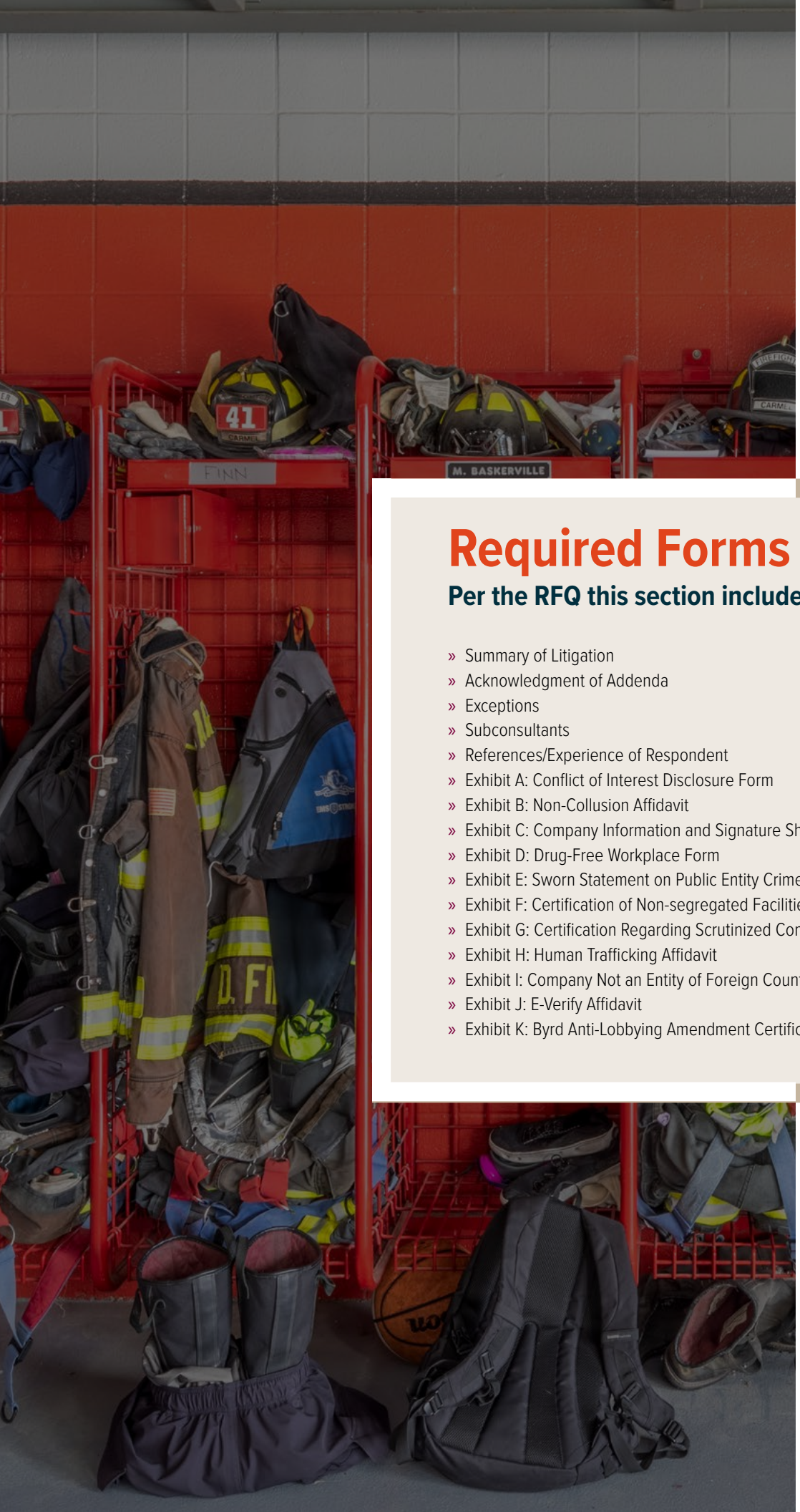
At any given time DLZ has over 1000 active contracts, therefore they cannot all be listed in this section. DLZ's Florida office has significant capacity available relative to our current and projected workload to seamlessly integrate your project. We have Project Management, Architects, Engineers, and Construction Management staff located in our Green Cove Springs office.

Projects Awarded & Under Contract

Project, Location	Owner, Contact	Status	Est. Completion
United States Postal Service Indefinite Quantity Contract Assignments	United States Postal Services		2028
» Chicago South RPDC Renovation		Construction - 50%	2026
» Wilkes-Barre SDC Renovation		Construction - 80%	2025
» Williamsport SDC Renovation		Construction - 90%	2025
» Crown Point Inspection Services Expansion		Construction - 5%	2025
» Battle Creek HVAC Upgrade		Construction - 5%	2025
» Wyoming Inspection Services Renovation		Construction - 10%	2025
» St. Louis Security System Upgrade		Final Design - 90%	2026
» Indianapolis MPA2 Security System Upgrade		Final Design - 90%	2026
» Sutton WV Building Renovation		Construction - 5%	2025
» Monticello WI Truck Loading Ramp		Final Design - 90%	2025
» PMSC Contract (other projects)		On-going - On-Call	2028
» A/E IQC Contract (other projects)		On-going - On-Call	2028
Amazon As-Needed Power/Electrical Upgrades Projects throughout the United States	WGI	On-going - On-Call	2025
DDOT Coolidge Operations & Maintenance Facility, Detroit, Michigan	Detroit Building Authority	Construction - 50%	2026
As Needed Professional Services - Tampa, FL	City of Tampa	Contract Negotiations	TBD

Projects Under Consideration

Project, Location	Owner	Status	Est. Completion
Department of Military Affairs	Continuing A/E Services	Interview	TBD
Continuing Services Contract - Cape Canaveral, FL	City of Cape Canaveral	Qualifications Submitted, Awaiting Result	TBD
Continuing Professional Services - Crystal River, FL	City of Crystal River	Qualifications Submitted, Awaiting Result	TBD
Misc. Ongoing Professional Services - Fort Myers Beach, Fl	City of Fort Myers Beach	Qualifications Submitted, Awaiting Result	TBD
As-Needed Projects Design Services - Jacksonville, FL	City of Jacksonville	Qualifications Submitted, Awaiting Result	TBD



Required Forms

Per the RFQ this section includes the following:

- Summary of Litigation
- Acknowledgment of Addenda
- Exceptions
- Subconsultants
- References/Experience of Respondent
- Exhibit A: Conflict of Interest Disclosure Form
- Exhibit B: Non-Collusion Affidavit
- Exhibit C: Company Information and Signature Sheet
- Exhibit D: Drug-Free Workplace Form
- Exhibit E: Sworn Statement on Public Entity Crimes Form
- Exhibit F: Certification of Non-segregated Facilities Form
- Exhibit G: Certification Regarding Scrutinized Companies' Lists Form
- Exhibit H: Human Trafficking Affidavit
- Exhibit I: Company Not an Entity of Foreign Country of Concern
- Exhibit J: E-Verify Affidavit
- Exhibit K: Byrd Anti-Lobbying Amendment Certification

(b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

d) The bid protest **shall** be filed with the Purchasing Analyst not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

I. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

J. SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

As noted in the Scope of Services Section, some of the projects for which architectural services may be provided under this solicitation may involve federal funds. As a result, this entire solicitation is governed by the requirements of 2 CFR 200.317 through 2 CFR 200.327. See Exhibits L and M.

K. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. **Please state if none.** (Attach additional sheets, if necessary)

DLZ Florida, LLC is not currently, nor has it been involved in any claims, liens, or litigation in the past 5 years.

(Attach additional sheets if necessary)

L. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

M. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes _____ No _____

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

DLZ has reviewed the RFQ and Sample Agreement from the City. We have attached pages from both where we would like some clarifications on the insurance requirements.

(Attach additional sheets if necessary)

N. SUBCONSULTANTS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.
SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Goodson Bergen & Associates Consulting Engineers, Inc - 11555 Central Parkway, Ste 103, Jacksonville, FL 32224, DUNS NO 117028586, Edward Goodson, VP, 904.519.7770
Terracon Consultants, Inc - 8001 Baymeadows Way, Ste 1, Jacksonville, FL 32256, UEI MG15GZJ9BES5, Kyle Hayes, 904.900.6497
3002 Surveying, LLC - 1330 NW 6th St, Ste C, Gainesville, FL 32601, UEI TNGPNUXFH4G8, Brian Murphy, 352.538.1320

(Attach additional sheets if necessary)

O. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate

of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone di indirectly employed by the Consultant, and the amounts of such insurance sha minimum limits as follows:

Is this a typo? Auto insurance is addressed in subparagraph 4. If this is intended to refer to Commercial General Liability insurance, that is already covered in subparagraph 5.

4. Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each acci
   - All covered automobile will be covered via symbol 1
   - Liability coverage will include hired & non-owned automobile liability
   - Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

6. Professional Liability Insurance
   - Design Errors and Omissions in the amount of $1,000,000

7. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

8. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insuran with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggr naming the City of Ocoee as the Named Insured.

9. Contractual Liability: If the project is not bonded, the consultant's insurance include contractual liability coverage to insure the fulfillment of the contract **PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIA INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSU**

- $1,000,000 PER OCCURRENCE
- $2,000,000 AGGREGATE

Commercial Umbrella:

- $1,000,000 PER OCCURRENCE
- $2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

Builders Risk: (Not Applicable for Planning/Landscape Architectural Services).

- $100,000 Any (1) Location
- $1,000,000 Any (1) Occurrence

10. Certificates of Insurance: Certificate of Insurance Form (see sample, below), na City of Ocoee as an additional insured will be furnished by the Consultant up of award. These shall be completed by the authorized Resident Agent and re the Office of the Purchasing Analyst. This certificate shall be dated and show:
    - The name of the Insured consultant, the specific job by name and job the name of the insurer, the number of the policy, its effective dat termination date.
    - Statement that the Insurer shall mail notice to the Owner at least thirty prior to any material changes in provisions or cancellation of the polic ten (10) days written notice of cancellation for non-payment of premiu

Clarify whether this requirement applies to this agreement. Owner's Protective Liability insurance typically is purchased by a contractor performing construction services and not an architect. If necessary, DLZ probably can buy a standalone Owner's Protective policy.

Clarify whether this requirement applies to this agreement. Builders Risk typically is purchased by a contractor performing construction services and not an architect. If necessary, DLZ probably can buy a Builders Risk policy.

(Remainder of page intentionally left blank.)

CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by CITY, nor shall CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to CITY. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Loss Deductible Clause: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b) Workers' Compensation Insurance: CONSULTANT shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all Consultant's employees connected with the work of this project and, in the event any work is sublet, Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

c) Consultant's Public Liability and Property Damage Insurance: Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by Consu anyone directly or indirectly employed by Consultant, and the amou insurance shall be the minimum limits as follows:

d) Automobile Bodily Injury Liability & Property Damage Liability
- $1,000,000 Combined single limit per occurrence (each person, eac

Is this a typo? Auto insurance is addressed in subparagraph (d). If this is intended to refer to Commercial General Liability insurance, that is already covered in subparagraph (e).

- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

e) Comprehensive General Liability (Occurrence Form) - This policy shall name the City of Ocoee as an additional insured and indicate the insurance of Consultant is primary and non-contributory.
- $2,000,000 GENERAL AGGREGATE
- $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- $1,000,000 PER OCCURRENCE
- $1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in Consultant's policy, as specified above.

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. Consultant shall procure and Owner's Protective Liability Insurance Policy with the following limits: $ and per occurrence, $2,000,000. Aggregate and naming the City of Oc Named Insured.

h) Contractual Liability: If the project is not bonded, consultant's insuranc include contractual liability coverage to insure the fulfillment of the contra **PUBLIC LIABILITY INSURANCE AND AUTOMOBILE L INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL IN**
- $1,000,000 PER OCCURRENCE
- $2,000,000 AGGREGATE

i) Commercial Umbrella:
- $1,000,000 PER OCCURRENCE
- $2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

j) Professional Liability Insurance: $1,000,000 (Design Errors and Omission)

k) Certificates of Insurance: CONSULTANT shall provide CITY with a Certificate of Insurance Form naming the City of Ocoee as an additional insured, which is to be will be furnished by CONSULTANT upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Analyst. This certificate shall be dated and show:

Clarify that this this does not apply to any services that might be included in this agreement. Owner's Protective Liability insurance typically is purchased by a contractor performing construction services and not an architect. If necessary, DLZ might be able to buy a standalone Owner's Protective policy.

the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: Kalamazoo Department of Public Safety Station No. 2
Project Details: New 18,000 SF facility. Police and fire-fighter personnel. Includes three drive-through bays, gear storage, living quarters, a multi-purpose training and community room, and a storm shelter.
Start date: Apr 2023 Completion date: Oct 2023
Contract amount: $9,460,470
Awarding Agency: City of Kalamazoo
Agency's Point of Contact: Name and Title: Ryan Tibbets, Assistant Chief
Phone number: 269.337.8120
Email address: tibbetsr@kalamazoocity.org

Name of Project: Delhi Township Fire Station
Project Details: Four drive-through bays, gear lockers and support space, fitness and training space, living and dormitory spaces, and administrative offices. 8,000SF new addition and 7,000SF renovations.
Start date: Apr 2019 Completion date: 2026 (est)
Contract amount: $10,000,000 (Budget)
Awarding Agency: Delhi Charter Township
Agency's Point of Contact: Name and Title: Brian Ball, Chief
Phone number: 269.657.8200
Email address: brian.ball@delhitownship.com

Name of Project: IDIQ Contracts, United States Postal Service
Project Details: DLZ has been working continuously for the USPS since 2007 on a wide variety of types and sizes of projects ranging in construction value from +/- $50,000 up to over $7,500,000.
Start date: 2007 Completion date: On-going
Contract amount: Varies
Awarding Agency: United States Postal Service
Agency's Point of Contact: Name and Title: Bruce Adams
Phone number: 630.675.0468
Email address: bruce.e.adams@usps.gov

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:
See next page for reference from Fifth Third Bank regarding DLZ Florida, LLC.

(Attach additional sheets if necessary)

END OF INSTRUCTIONS

1/10/2025

DLZ Florida, LLC
6121 Huntley Rd.
Columbus, Ohio 43229

Subject: Fifth Third Bank – DLZ Florida, LLC Bank Letter

To Whom It May Concern:

This letter shall serve as verification that DLZ Florida, LLC (a subsidiary of DLZ Corporation) maintains a credit and depository relationship with Fifth Third Bank.

The credit relationship has a $25 million line of credit in good standing with a majority available as of the date of this letter. The line of credit has a current maturity is 8/31/2025 and DLZ Corporation relationship is in compliance with all Bank covenants.

The depository accounts relationship is in good standing and currently has balances of approximately $1 million as of the date of this letter.

If you have any questions or additional information is needed, please do not hesitate to contact me directly at 614.744.7409 or andrew.glenn@53.com.

Respectfully,

Andrew C. Glenn

Andrew C. Glenn
Commercial Team Leader – Senior Vice President
(614) 744-7409 (Office)
andrew.glenn@53.com | www.53.com

cc: DLZ Corporation

Classification: Internal Use

EXHIBIT "A"
RFQ #25-004 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

DLZ Florida, LLC
Firm Name

Signature

Eric Beaulieu, Vice President
Name and Title (Print or Type)

2/25/2025
Date

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Clay)

Eric Beaulieu, being first duly swore deposes and says:

1. He (it) is the Vice President (Owner, Partner, Office, Representative or Agent) of DLZ Florida, LLC, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: Vice President

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Eric Beaulieu in the state of Florida County of Clay.

_____
Notary Public
My Commission Expires: 10/9/2028

NOTARY PUBLIC Expires 10/9/2028 Trey Michael Yong My Commission HH 601927 STATE OF FLORIDA

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-004

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE. RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

DLZ Florida, LLC
COMPANY NAME

904.539.7902
TELEPHONE (INCLUDE AREA CODE)

N/A
FAX (INCLUDE AREA CODE)

ebeaulieu@dlz.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Eric Beaulieu, Vice President
NAME/TITLE (PLEASE PRINT)

401 Bay Street
STREET ADDRESS

Green Cove Springs FL 32043
CITY STATE ZIP

FEDERAL ID # 46-4793298

____Individual X Corporation ____Partnership ____Other (Specify)____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 24th day of February, 2025.

Personally Known X or
Produced Identification_____

(Type of Identification)

NOTARY PUBLIC Expires 10/9/2028 Trey Michael Yong My Commission HH 601927 STATE OF FLORIDA

Notary Public - State of Florida
County of Clay

Signature of Notary Public

Trey Michael Yong
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: DLZ Florida, LLC

Signed: _____

By: Eric Beaulieu (Print or Type Name)

Title: Vice President

Date: 02/25/2025

EXHIBIT "E"
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by DLZ Florida, LLC by

Eric Beaulieu, Vice President.
(Print individual's Name & Title)

whose business address is 401 Bay Street, Green Cove Springs, Florida 32043

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

X Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____ 120 Days _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: 5/24/2025

DLZ Florida, LLC
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Clay

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Eric Beaulieu in the state of Florida County of Clay.

Notary Public Trey Michael Yong

My Commission Expires: 10/9/2028

END OF SECTION

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date Feburary 25 , 20 25 .

By: _____

Vice President
(Title)

Official Address (including Zip Code):

401 Bay Street, Green Cove Springs, Florida, 32043

EXHIBIT "G"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and
215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: DLZ Florida, LLC

By: _____
(Authorized Signature)

Printed Name and Title: Eric Beaulieu, Vice President

Date: 02/25/2025

EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Eric Beaulieu
Print Title: Vice President
Company Name: DLZ Florida, LLC

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of February, 2025, by Eric Beaulieu, as Vice President of DLZ Florida, LLC, who is ☒ personally known to me or ☐ produced _____ as identification.

(Seal)

NOTARY PUBLIC Expires 10/9/2028 Trey Michael Yong My Commission HH 601927 STATE OF FLORIDA

_____
Public Notary Signature
Print Notary Name: Trey Michael Yong
My Commission Expires: 10/9/2028

EXHIBIT "I"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of DLZ Florida, LLC (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____

Printed Name: Eric Beaulieu

Title: Vice President

STATE OF Florida

COUNTY OF Clay

The foregoing instrument was acknowledged X by physical means / ☐ by electronic means before me this 24th day of February 2025, by Eric Beaulieu, who X is personally known to me / ☐ presented _____ as identification and who X did / ☐ did not take an oath.

Notary Public, Commission Seal: _____

Print Name: Trey Michael Yong

NOTARY PUBLIC STATE OF FLORIDA
Expires 10/9/2028
Trey Michael Yong
My Commission HH 601927

EXHIBIT "J"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that DLZ Florida, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of DLZ Florida, LLC [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Eric Beaulieu

Date: _____

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 2/24/2025 (date) by Eric Beaulieu (name of officer or agent, title of officer or agent) of DLZ Florida, LLC (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced drivers license (type of identification) as identification.

[Notary Seal]

NOTARY PUBLIC Expires 10/9/2028 Trey Michael Yong My Commission HH 601927 STATE OF FLORIDA

Notary Public

Trey Michael Yong
Name typed, printed or stamped

My Commission Expires: 10/9/2028

E-Verify Home Cases Reports Resources

My Company Account

My Company Profile

Company Information

Company Name
DLZ National, Inc.

Doing Business As (DBA) Name
DLZ Florida

Company ID
289112

Enrollment Date
Dec 11, 2009

Employer Identification Number (EIN)
311624864

Unique Entity Identifier (UEI)
L6PPNGX1LZH3

DUNS Number
874909562

Total Number of Employees
500 to 999

NAICS Code
541

Sector
Professional, Scientific, and Technical Services

Subsector
Professional, Scientific, and Technical Services

EXHIBIT "K"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] DLZ Florida, LLC certifies, to the best of his or her knowledge, that:

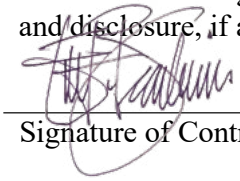
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] DLZ Florida, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Eric Beaulieu, Vice President

Name and Title of Contractor's Authorized

2.25.2025

Official Date

DLZ is a certified Minority Owned Business Enterprise with various agencies throughout the United States. Our status with the State of Florida is still in process, but should be approved by the start of this project. To show good faith, we have included a copy of one of our other MBE certificates.

Subscription Service Certificate

This certifies that

DLZ National, Inc.

Has met the requirements for EMSDC Subscription Services

5/6/2024
Issued Date

4/30/2025
Expiration Date

EMSDC
Eastern
Minority Supplier
Development Council

Brian K. Oglesby
Interim President
EMSDC

(Attach additional sheets if necessary)

L. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No. 1 Dated 2/20/2025
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

M. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes X No _____

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

DLZ has reviewed the RFQ and Sample Agreement from the City. We have attached pages from both where we would like some clarifications on the insurance requirements.

(Attach additional sheets if necessary)

N. SUBCONSULTANTS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.
SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

Goodson Bergen & Associates Consulting Engineers, Inc - 11555 Central Parkway, Ste 103, Jacksonville, FL 32224, DUNS NO 117028586, Edward Goodson, VP, 904.519.7770
Terracon Consultants, Inc - 8001 Baymeadows Way, Ste 1, Jacksonville, FL 32256, UEI MG15GZJ9BES5, Kyle Hayes, 904.900.6497
3002 Surveying, LLC - 1330 NW 6th St, Ste C, Gainesville, FL 32601, UEI TNGPNUXFH4G8, Brian Murphy, 352.538.1320

(Attach additional sheets if necessary)

O. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:

Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate

ocoee

florida

RFQ 2025-0004

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

Submitted by:

POWELL STUDIO
ARCHITECTURE

Powell Studio Architecture | 713 W. Montrose Street | Clermont, FL 34711 |
(352) 874-2340 | www.powellstudioarch.com

POWELL STUDIO ARCHITECTURE

ocoee florida

RFQ 2025-0004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

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Olena Stokych, Purchasing Analyst
City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

RE: RFQ 25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES,
INCLUDING FEDERAL GRANT FUNDED PROJECTS

Dear Olena Stokych and Members of the Selection Committee:

Powell Studio Architecture is excited to submit our qualifications for the position of Continuing Service Architect for the City of Ocoee. We are eager to partner with the city to provide high-quality, innovative architectural services that support and enhance the community's long-term development. With over 20 years of experience in both the public and private sectors, and a specialized focus on municipal architecture, we are confident in our ability to provide the leadership and expertise needed to carry out this important work.

Throughout our history, we have had the privilege of working with municipalities to design projects that foster community engagement, sustainability, and accessibility. Our portfolio includes a range of civic and public projects, such as [example project names], where we created designs that met the evolving needs of the community while remaining within budget and on schedule.

We believe the City of Ocoee represents a dynamic community that will benefit greatly from thoughtful, well-executed architectural solutions. Our firm is committed to making designs that are not only aesthetically pleasing but also functional, inclusive, and adaptable to meet the future needs of the city. Our approach to architecture is guided by the following principles:

Community Engagement & Identity: *Designing spaces that reflect and serve the unique character of Ocoee, promoting a strong sense of place and community pride.*

Inclusivity & Accessibility: *Ensuring that all public spaces are designed with the needs of people of all ages and abilities in mind.*

Environmental Sustainability: *Creating designs that respect and enhance the natural environment, fostering long-term ecological health and sustainability.*

Flexibility & Adaptability: *Designing spaces that can evolve over time to meet future needs while providing maximum functionality for present-day use.*

Safety & Security: *Incorporating safety and comfort at the forefront of all our designs, ensuring that public spaces feel secure and inviting for all.*

Connectivity: *Fostering seamless connections between spaces, neighborhoods, and services to improve mobility and encourage community interaction.*

Long-term Viability: *Designing spaces with thoughtful consideration to the ease of maintenance and management over time, ensuring that the city's investments remain valuable for years to come.*

Our approach to ongoing service and project management is rooted in clear communication, active listening, and a commitment to achieving the goals set forth by the City of Ocoee. We understand the importance of staying within the city's budget, ensuring that every project phase is completed on time, and being responsive to community needs as they evolve.

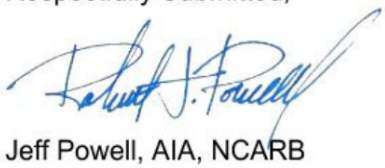
As the City of Ocoee's Continuing Service Architect, we will provide comprehensive architectural services, managing all aspects of design, planning, and execution. Our team will collaborate closely with city officials, stakeholders, and contractors, ensuring that every decision is made with the best interests of the city and its residents in mind. Our team includes highly qualified consultants, such as TLC Engineering Solutions for mechanical, electrical, plumbing, and structural engineering; Halff for civil engineering and surveying; RVi for planning and landscape architecture; and Andreyev Engineering for geotechnical services. With such expertise, we're well-equipped to deliver projects that meet the community's needs and support long-term development goals.

Our firm is committed to excellence, integrity, and creating lasting, functional designs that align with the city's goals for growth, sustainability, and community engagement. We would be honored to be a trusted partner in helping the City of Ocoee shape its future through thoughtful architectural solutions.

We invite you to contact our references and review our portfolio to learn more about our dedication to delivering successful projects that meet the needs of our clients. We are excited about the opportunity to collaborate with the City of Ocoee and look forward to discussing how we can contribute to the continued success of the city.

Thank you for your time and consideration. We look forward to the possibility of working together on future architectural initiatives.

Respectfully Submitted,



Jeff Powell, AIA, NCARB
Powell Studio Architecture, LLC

POWELL STUDIO ARCHITECTURE

Powell Studio Architecture is excited to partner with the City of Ocoee to contribute to the growth and enhancement of its public spaces. With our extensive experience in municipal architecture, we are fully equipped to deliver high-quality, functional, and innovative designs for a wide range of projects, including new public buildings, remodels, and site planning. Our firm is committed to providing comprehensive architectural services that serve the evolving needs of the City and improve the lives of its residents.

The scope of services requested by the City of Ocoee spans a diverse array of architectural tasks, from planning and conceptual design to construction documentation and management. As we approach this work, our goal is to create spaces that not only meet functional and regulatory needs but also reflect the unique identity of the Ocoee community. We understand that these projects must be grounded in principles of design excellence, adaptability, technology integration, and public safety enhancements while fostering inclusivity and community engagement.

Our approach to providing these services includes:

- **Planning and Design of New Public Buildings** – We will initiate each project with a collaborative visioning process when necessary to the course of the project and when directed by the City. This includes engaging key stakeholders, City officials, and community members to align the design with the City's goals. Our process includes thorough site assessments, conceptual design development, consideration of zoning, environmental impact, and accessibility to ensure the creation of functional, aesthetically pleasing public spaces.

- **Evaluation, Reuse, and Remodeling of Existing Public Buildings** – Our team will conduct comprehensive assessments of existing structures to determine their potential for reuse or remodeling. When remodeling is chosen, we will integrate modern amenities while maintaining historical integrity and implementing innovative solutions to enhance efficiency and usability.

- **Site Planning** – We will develop master plans that integrate new developments with existing infrastructure, focusing on pedestrian-friendly layouts, well-organized circulation patterns, and accessibility. Our designs will incorporate resilient design strategies and storm water management solutions to enhance the area's long-term viability and foster community connectivity.

- **Construction Administration and Review** – We will oversee the construction process to ensure the realization of the design vision and adherence to project specifications. Our team will prepare detailed construction documents, conduct regular site visits, review contractor proposals and shop drawings, and provide prompt solutions to design-related challenges to keep projects on track.

For **Task Order 1**, the architectural design of a new fire station at 2121 N. Lakewood Avenue in Ocoee, we recognize the need for a functional, community-integrated design. The fire station will be a minimum of 7,500 square feet with a 3-bay garage to house emergency vehicles. Our design will prioritize operational efficiency, quick accessibility to equipment, and well-planned spaces for firefighter dormitories, training areas, and administrative offices, ensuring the facility meets both operational and community needs. The station will be designed to conform with current industry best practices outlined by the U.S. Fire Administration, including dedicated areas for administration and training, residential living, physical fitness, storage for equipment and gear, separate cleaning facilities for uniforms and firefighting turnout gear, and decontamination zones with proper separation between clean and contaminated areas. Additionally, we will integrate modern technology and security systems to enhance operational effectiveness, communication, and safety within the facility.

Our services also include **mechanical, electrical, plumbing, and telecommunications design** in every project we undertake. Our team is well-versed in municipal protocols and has extensive experience designing various municipal facilities, including **police stations, fire stations, public works facilities, and community facilities.** This expertise allows us to deliver comprehensive, cohesive designs that address the unique operational needs of public-sector buildings.

Our approach is guided by four key principles: design excellence, technology integration, community engagement, and adaptability. We are committed to creating public spaces that meet the City's current needs while remaining flexible for future growth. We will engage the community in the planning process when necessary and directed by the City to ensure alignment with local values and aspirations. Our focus on technology integration and public safety enhancements ensures that all facilities are equipped with modern systems that enhance efficiency, security, and resilience.

In conclusion, Powell Studio Architecture is eager to collaborate with the City of Ocoee on impactful architectural projects that enhance public spaces. Our focus on functional design, innovation, and community engagement will ensure that we deliver projects that are not only efficient and practical but also contribute to the quality of life for Ocoee residents. We look forward to bringing our expertise, creativity, and commitment to excellence to each project we undertake with the City.

POWELL STUDIO ARCHITECTURE

SOUTH LAKE CHAMBER of COMMERCE
BEST OF SOUTH LAKE 2024

-Best Architect-
Winner since 2017

ORLANDO BUSINESS JOURNAL

2023-2024 Book of Lists
Top Architectural Firms

The responsibility clients entrust to their architect may far surpass that of other professions. Many of our clients have never embarked upon the challenging journey of designing and constructing a building, nor have they been so financially dependent upon the quality of professionals they select. With each and every project, we embrace the fact that our clients selected us from many and entrusted us to see their project through to fruition. Our primary mission is to exceed your expectations, to **LISTEN** and **UNDERSTAND** your needs, and to **ASSIST** you in achieving your goals. With our mutual goals in mind, our firm operates on a team approach, bringing together owners, users, and professionals in a collaboration of knowledge, needs, and efforts, realizing greater results and enhanced solutions. Every line that we draw has far-reaching implications, well beyond building. We constantly strive to explore creative opportunities with each project, all the time weighing creative desires against budgetary constraints. The buildings and spaces we create are not meant to be monuments to ourselves; they are reflections of you.

POWELL STUDIO ARCHITECTURE is a multi-specialty architectural and interior design firm located in the heart of Central Florida, founded upon the precept that **HONESTY, INNOVATION, PROFESSIONALISM,** and **COST EFFECTIVENESS** are paramount to the needs of our clientele and the success of our business.

With over 20 years of extensive experience within the public and private sectors, our firm has had the opportunity to garner a very diverse portfolio of work, ranging from new building construction, existing building additions and renovations, interior tenant build-outs, and even historical renovations. As you will see, our skill set is multi-faceted, including medical, civic, corporate office, religious institutions, and both corporate and private retail establishments.

Our ability to listen to your needs, execute a design based on those needs, and our knowledge of design, construction, and building codes allows us to be the best possible stewards of your pocketbook, ultimately allowing you to realize greater returns on your investment.

JEFF POWELL, Architect

ARCHITECT, PRESIDENT/OWNER OF POWELL STUDIO ARCHITECTURE

For over a decade, Jeff Powell, AIA, NCARB, has been leader behind Powell Studio Architecture. He brings over 20 years of experience and expertise in the design and development of municipal, medical, institutional, multi-family housing, and commercial projects. Throughout his career, Jeff has accumulated a broad and diverse realm of experience, showcasing his ability to adapt to various project types and industries. As the founder of Powell Studio Architecture, he takes pride in assisting and guiding clients towards reaching their primary objectives through functional, efficient, and cost-effective design solutions. His knowledgeable team and unwavering commitment contribute to the seamless execution of projects from initial design concepts to the final stages of construction.

EDUCATION

Bachelor of Architecture, Florida Atlantic University

Bachelor of Architectural Design, Florida International University

PROFESSIONAL LICENSURE

American Institute of Architects (AIA)

National Council of Architectural Registration Boards (NCARB)

COMMUNITY INVOLVEMENT

South Lake Chamber of Commerce, Secretary

Lake Sumter State College Foundation Board Member

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

East Lake Community Park, Sorrento, FL

The East Lake Community Park encompasses soccer fields, baseball and softball fields, basketball courts, tennis courts, and a children's playground, finalized in 2019. Powell Studio Architecture is thrilled to contribute to the ultimate phase of the park's development by introducing a new library in 2024, thereby concluding the comprehensive park design.

The City of Sorrento has a long history which is deeply rooted in horse ranches and equestrian training. Therefore, the design concept for the park buildings were designed in an equestrian style, as a tip of the hat to the local history and tradition of the area. In addition to the sports fields, the park consists of four buildings, a 2-story baseball field concession / restroom building with a second floor press box, trailhead restroom / concession building, soccer field restroom / concession building, and a caretakers residence with incorporated maintenance facility.

Miracle Field at Lake Idamere Park, Tavares, FL

Mircacle Field at Lake Idamere Park is a specialized ball field geaturing a rubberized surgace, making it accessible to children and adults with disablities, particularly those who are in qheelchairs. The design of the facility incoporate vibrant primary colors and shapes, such as circles, squares, and triangles, to create an engaging and stimulating environment. The building includes ten (10) ADA accessible restroo,s. a concession stand, and areas for electrical equipment and field storage. Additionally, a central corridor breezeway is used for trophy and award presentations, enhancing the community-focused atmosphere of the park.

PAUL ROBERTS, M. Arch, LEED-AP

DIRECTOR OF OPERATIONS

Paul serves as the Director of Operations at Powell Studio Architecture, leveraging an extensive background spanning over two decades in architectural management within the realm of corporate development. His client-centric philosophy showcases a profound comprehension of clients' requirements, guaranteeing that projects not only meet but exceed all deadlines and goals. At Powell Studio Architecture, Paul's astute understanding of all operations brings a holistic approach to comprehending project needs, requirements, and quality. His wealth of experience and commitment to excellence make him a cornerstone in ensuring the success and efficiency of the firm's architectural endeavors.

EDUCATION

Masters of Architecture, University of South Florida

Bachelor of Architectural Design, Florida International University

PROFESSIONAL LICENSURE

LEED-AP

National Council of Architectural Registration Boards (NCARB)

PREVIOUS EXPERIENCE

EBI Consulting, Inc.
-Director of Architecture (2017-2023)

Core States Group, Inc.
-Sr. Program Manager (2011-2017)

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

PDQ – People Dedicated to Quality, Nationwide

While collaborating with EBI Consulting, Paul played a pivotal role in the program and project management for the nationwide growth of PDQ – People Dedicated to Quality, an emerging quick-service chicken restaurant chain. His responsibilities encompassed the design of the site and building, which included the construction, documentation, and acquiring permits for new site developments. He was instrumental in evaluating construction costs and implementing value engineering on existing prototypes to both cut costs and preserve the brand's integrity. The creation of these prototypes ensured brand consistency across all locations.

Clermont 8th Street Pier | Meet Us In The Middle, Clermont, FL

The City of Clermont has ambitious plans to enhance two key areas: the 8th Street Pier and the Meet Us In The Middle Plaza. The aging 8th Street Pier provides an opportunity for replacement and the creation of docking facilities for 18-25 vessels, aiming to establish a waterfront gateway to downtown Clermont. This initiative capitalizes on the Clermont chain of lakes waterways to improve accessibility, with the South Lake Trail passing nearby, making downtown Clermont a midpoint for the Coast-To-Coast trail system. Simultaneously, the 8th Street Trailhead is set to transform into an entertainment venue with features like a band shell for solo musicians and space for events like art festivals. PSA collaborates with the City to seamlessly blend the existing landscape into a vibrant destination with green spaces, seating, restroom facilities, monuments, and docking facilities. The City anticipates these enhancements will revitalize these areas and contribute to the overall vibrancy of downtown Clermont.

ASHLEY PEREZ, M. Arch

LEAD ARCHITECTURAL DESIGNER

As the Lead Architectural Designer of Powell Studio Architecture, Ashley has her Master of Architecture from Boston Architecture College. She brings the most up-to-date knowledge and proficiency in affiliated programs such as Revit, AutoCAD, and Sketchup. With a keen attention to detail, Ashley excels in creating impeccably detailed renderings that come to life upon project completion. Her expertise spans across various sectors, including medical, multi-family housing, municipal, and commercial projects. Ashley has a unique ability to help clients bring their projects to life by understanding the purpose of space, working within budget constraints, and ultimately delivering a completed project that exceeds expectations.

EDUCATION

Masters of Architecture, Boston Architectural College

Bachelor of Architectural Design, University of Central Florida

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

BlueSky Communities, Florida

BlueSky Communities is at the forefront of transforming the standard for affordable housing, focusing on creating beautiful, sustainable, and support-driven housing for working-class families. Adhering to stringent guidelines established by Federal Housing programs, these apartments are held to high standards and maintained for the long term. Powell Studio Architecture, with a track record of engaging in nearly 10 communities throughout Florida, has played a pivotal role in developing these communities. Powell Studio Architecture's approach goes beyond aesthetics, as they aim to provide not only visually appealing exteriors but also create a genuine sense of home for the residents. Their commitment to excellence in design and functionality contributes to raising the bar for affordable housing, setting new standards in the industry.

Hope Wellness Center, Groveland, Florida

The Hope Wellness Center at Hope International Church is a notable project featuring a 20,000-square-foot, two-story pre-engineered metal building. The first floor of the facility is dedicated to a state-of-the-art fitness center, equipped with modern amenities to promote physical well-being. Complementing the fitness area are restrooms and versatile multi-purpose rooms that can accommodate a range of activities. On the second floor, the Hope Wellness Center expands its offerings with dedicated spaces for education and counseling. The floor plan includes classrooms for learning initiatives and additional resource spaces, creating a comprehensive facility that caters to both physical and educational well-being within the community served by Hope International Church.

JOSE H. BURGOS, Architect

ARCHITECT

EDUCATION

Master of Architecture,
Florida A&M University

Associate of Arts,
Miami Dade College

PROFESSIONAL LICENSURE

American Institute of Architects (AIA)

Florida Department of Business and Professional Regulation

EXPERIENCE

Former Principal-
Schenkel Shultz
(1997-2024)

STRENGTHS

- Leadership
- Project Management
- Budget Planning
- Problem Solving
- Attention to Detail

Senior architect with over 25 years of experience, specializing in developing conceptual plans and construction documents for commercial buildings. Jose has a thorough understanding of local codes and ordinances and is knowledgeable about ADA accessibility requirements for both public and private buildings. He has successfully worked with over 100 clients, creating spaces tailored to their specific needs.

His extensive portfolio includes projects for schools, universities, private and public commercial buildings, airports, and government facilities. Jose has collaborated on the design of over 50 projects, with construction costs ranging from $50,000 to $250 million. Additionally, he has significant master planning experience, guiding projects from initial planning through to the first phase of development.

PREVIOUS PROJECT EXPERIENCE (PREVIOUS FIRM)

Edgewater Public Works
Port Orange Field Operations
Seminole County Fire Station #39
Seminole County Fire Station #25
Seminole County Fire Station #23
Seminole County Public Works Renovation
Seminole County Fire Station #42 Renovation

SELECTED PROJECT EXPERIENCE

City of Clermont- Fire Station #2, Clermont, Florida

The City of Clermont plans to develop Fire Station #2 on a 3.27-acre parcel south of the First Baptist Church of Clermont and east of Hancock Road. This new facility will replace and enhance the existing Fire Station #2 located half a mile west. The design features a single-story, five-bay drive-through station to house five large fire rescue vehicles and accommodate sleeping quarters for up to fifteen personnel.

The station will include administrative and training areas, residential living quarters, a physical fitness room, equipment and gear storage, separate cleaning facilities for uniforms and firefighting turnout gear, and decontamination areas with proper separation zones. Designed with a residential feel using durable, low-maintenance materials, the facility aims to provide a warm yet robust environment. On-site parking will accommodate at least twenty-four vehicles, including handicap spaces, and an emergency traffic signal will be installed to meet Opticom standards.

COLLIN JONES

JR. PROJECT MANAGER / ARCHITECTURAL DESIGNER

Collin is a talented project manager with a strong focus on creative design and attention to detail. He brings a personal approach to all his projects, ensuring that client needs are understood and incorporated into the development standards. Collin's expertise has led to the successful completion of numerous projects in the areas of commercial, retail, municipal, and institutional projects of varying size and complexity. His client-centric approach has fostered long-standing relationships with clients such as Winn-Dixie redevelopment (SEG), Ring Power Corporation, and Montverde Academy. With his dedication and expertise, Collin consistently delivers exceptional architectural solutions that exceed client expectations.

EDUCATION

Bachelor of Architectural Design, University of Central Florida

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

Montverde Academy, Montverde, Florida

The architectural expertise of Powell Studio Architecture has been instrumental in the renovation of key campus buildings, enhancing the facilities for students, athletes, and staff. Notable projects include the **Duncan Student Center, Martha Bedell Dining Hall, Jorn M. Kreke Science Building, Pineapple House,** and **George H. Rast Library**.

In 2015, Powell Studio Architecture completed the design and oversaw the construction of the 36,500 square-foot **Upper School Building**, followed by the 39,000 square-foot **Middle School Building– Lindor Hall** in 2021. These structures stand as testaments to the firm's commitment to delivering innovative and functional educational spaces.

Further extending its influence to the athletic facilities, Powell Studio Architecture has contributed to the state-of-the-**art Sports Athletic Complex, SIMA Headquarters, Robert's Gym renovations**, **Baseball Practice Facility, and the future Legacy Training Center**. The collaborative efforts between Powell Studio Architecture and Montverde Academy exemplify a dedication to architectural excellence and the creation of environments that foster learning, growth, and athletic achievement.

Kehlor Building, Clermont, Florida

The Kehlor Building, a historic downtown Clermont landmark with a legacy spanning a century, has served as a hub for senior clubs and group activities for a significant portion of its existence. The revamped Kehlor Recreation Center, now a 2,200 SF multi-function community hub nestled in downtown Clermont's heart, stands equipped to cater to the community's evolving needs for the foreseeable future. The facility features a spacious multi-function meeting room, public restrooms, staff offices, and a serving area. The new Kehlor Recreation Center stands as a testament to thoughtful design and efficient execution, providing an upgraded space for community engagement and activities.

TAYLOR PARKER, M. Arch

ARCHITECTURAL DESIGNER

POWELL STUDIO ARCHITECTURE

Taylor is a highly skilled architectural designer with a diverse expertise spanning commercial and residential design, aerospace, landscape design, graphic design, urban planning, adaptive reuse, and sustainability. Holding a master's in architecture, Taylor possesses a meticulous eye for detail in visual design, a robust work ethic, proficiency in the latest design programs, and practical industry knowledge. Her versatility and commitment make her a valuable asset in crafting innovative design spaces that align with and exceed client expectations.

EDUCATION

Masters of Entrepreneurship + Innovation Leadership, Western Carolina University

Bachelor of Architectural Design, University of Tennessee

PREVIOUS EXPERIENCE

SpaceX
-Facilities Designer II (2022-2023)

Form & Function Architecture
-Architectural Designer (2018-2022)

HONORS & AWARDS

Best of South Lake 2024

Orlando Business Journal Book of Lists

SELECTED PROJECT EXPERIENCE

Northshore Overlook, Ferndale, Florida

The architectural design for the site, executed by Powell Studio Architecture, encompasses three structures: a pavilion, a restroom facility, and a stunning scenic overlook tower. From its summit, visitors can appreciate the spectacular panoramic view of the Ferndale Preserve, immersing themselves in the area's rich wildlife and lush vegetation. The tower's peak houses a spacious 20' x 20' covered gathering and educational area, offering a distinctive venue for community involvement and learning. A thoughtfully designed stairway cascades from the tower to the base, connecting seamlessly with the north shore trail, enhancing accessibility, and promoting exploration.

In 2024, an addition is currently in progress, featuring a secondary observation tower with a proposed platform height of 60 feet above the existing elevated walkway. Designed with inclusivity at its core, the new tower will include a passenger elevator and stairs, adhering to ADA standards. This expansion remains true to the architectural and structural harmony of the existing design, employing similar materials and underlining the park's dedication to creating inclusive spaces that accommodate diverse visitor requirements.

Stoneybrook Exchange, Winter Garden, FL

Stoneybrook Exchange is an exciting mixed-use commercial development situated on an expansive 11+ acre parcel along Stoneybrook West Parkway. The development comprises thirteen (13) buildings, offering a diverse range of services that include medical, professional offices, as well as retail and restaurant establishments. With its prime location and varied offerings, Stoneybrook Exchange is set to become a vibrant hub for business and visitors alike.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

POWELL, ROBERT JEFFREY

POWELL STUDIO ARCHITECTURE, LLC
713 W. MONTROSE STREET
CLERMONT FL 34711

LICENSE NUMBER: AR94675
EXPIRATION DATE: FEBRUARY 28, 2027

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ISSUED: 01/02/2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE INTERIOR DESIGNER HEREIN IS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

POWELL, ROBERT JEFFREY

713 W. MONTROSE STREET
CLERMONT FL 34711

LICENSE NUMBER: ID5835
EXPIRATION DATE: FEBRUARY 28, 2027

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POWELL STUDIO ARCHITECTURE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2023

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

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

PRODUCER	**CONTACT NAME:** Christina Turngren
Erb&Young Insurance Inc. P.O. Box 493340 Leesburg FL 34749-3340	**PHONE (A/C, No, Ext):** (321) 234-1690 **FAX (A/C, No):** (888) 854-2596 **E-MAIL ADDRESS:** clservice@erbandyoung.com
INSURED POWELL STUDIO ARCHITECTURE LLC 713 W Montrose St Clermont FL 34711	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AmGuard Insurance Company — 42390 **INSURER B :** NorGuard Insurance Company — 31470 **INSURER C :** Admiral Indemnity Company / Lloyd's, London — 44318 **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		POBP432861	03/07/2023	03/07/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ Included $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		POAU401050	03/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			POUM405725	03/07/2023	03/07/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POWC485782	03/07/2023	03/07/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			CUP1565432B	03/21/2023	03/21/2024	Each Claim Aggregate	$2,000,000 $2,000,000

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

Fifty West Realty, LLC is listed as an Additional Insured with regards to General Liability Policy. Fifty West Realty LLC is listed as an Additional Insured with regards to Automobile Liability when required by written contract.

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rod Erb

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State of Florida
Department of State

I certify from the records of this office that POWELL STUDIO ARCHITECTURE, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 4, 2011, effective February 1, 2011.

The document number of this limited liability company is L11000015266.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 4, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of February, 2025

Secretary of State

Tracking Number: 7280239638CU

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

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

TLC FIRM OVERVIEW

At TLC Engineering Solutions, Inc. (TLC) we are continuously learning and growing. Our vision to **THINK** boldly, **LISTEN** attentively, and **CREATE** passionately serves as the blueprint that guides our commitment of extreme service to our clients. TLC provides high-performance engineering design and consulting. Founded in 1955 and consistently ranked among the largest MEP and structural engineering firms in the country, we are an industry leader with expertise in diverse markets, from healthcare to hospitality, institutional to theme parks, and education at all levels. We have delivered high performance, sustainable buildings in 48 of the 50 states and in 20 countries on five continents.

TLC's highly qualified team of **510+** professionals include structural, mechanical, electrical, plumbing, and fire protection engineers with specialists in energy engineering, sustainability, and communications–technology. Our team includes 130 Registered Professional Engineers, 74 LEED-Accredited Professionals, 20 ACG-Registered Commissioning Authorities, and certified professionals in security, audio-visual, voice-data, acoustics, energy management, and threshold inspection. TLC provides services focused on the design and operation of sustainable, energy-efficient buildings, including energy audits, energy modeling, commissioning, net operating income improvements, Life Cycle Cost Analysis, and Energy/Water Conservation Methods and Strategies. We provide comprehensive services that allow clients to collaborate with a dedicated team from start to finish.

PUBLIC SAFETY EXPERIENCE

TLC's experience in State, County, and City facilities throughout Florida and the U.S. totals over 600 projects with a total construction value of approximately $4 billion. Our projects includes Fire, police and sheriff's stations; City halls/administration buildings; Courthouses; Emergency operations/ 911 call centers; and Information technology buildings.

TLC understands the design considerations that go into facilities that require 24/7 operations and we can provide our team of experts that will work with all design team member to advise and help you design your EMS facility with the required survivability, redundancy, communications, flexibility and security building systems. In addition, TLC will address sustainable strategies that incorporate low-energy/water-saving features and hurricane-force wind resistant materials into the building design.

TLC ENGINEERING SOLUTIONS

JIM MULLEN, PE, LEED AP

Senior Mechanical Engineer

BACKGROUND

Jim is an experienced project manager and mechanical engineer with a strong reputation for focusing on client service and mechanical design proficiency in HVAC, plumbing, and fire protection design. Jim is well versed in design analysis, code study, load calculations, as well as performing energy analysis, identifying energy savings, and presenting design alternatives to the customer. Jim has in-depth knowledge of chilled water systems (air-cooled and water-cooled chillers), ice storage systems, water source heat pumps, variable speed pumping systems, primary and secondary pumping systems, variable air volume systems, and direct digital controls. He is experienced in the evaluation of existing mechanical systems and equipment for upgrade or replacement to achieve a maximum use with a reduction of energy. Jim is committed to providing engineering excellence by accurately determining the needs of each project and identifying innovative, economically feasible, energy efficient, and environmentally responsible project solutions.

EXPERIENCE

City of Cocoa Fire Station 1 and Headquarters Facility, Cocoa, Florida
The station includes four drive-through apparatus bays with eight folding doors in the front and four roll-up doors in the back, equipment and supply rooms, kitchen and dining areas, a day room, a fitness room, and nine bunk rooms. $3.5 million / 15,600 sf

City of Port Orange Fire Station 74 HVAC, Port Orange, Florida
Design of a 100% outside air split system air conditioning unit to precondition the outside air and to properly pressurize the fire station.

City of Clermont Fire Station 2, Clermont, Florida
New single-story four-bay drive-through station with sleeping quarters includes administration, training, fitness room, storage, cleaning facilities and decontamination with proper operation zones between clean and contaminated areas. $1.2 million / 5,000 sf

City of Melbourne Fire Station Design Criteria, Melbourne, Florida
Conduct a comprehensive needs analysis of four existing fire stations (FS's 72, 73, 75 & 76) and create a design criteria package for a new station to replace the existing FS 72 and also to be used as a model for other fire station replacements in the future

Brevard County Emergency Operations Center Conceptual Design, Rockledge, Florida
Conceptual design for a new emergency operations center with 100% generator back-up, and HVAC redundancy in dispatch and equipment rooms.

City of Indian Harbour Beach Police Headquarters, Indian Harbour Beach, Florida
New one-story police station includes large dispatch center, private offices, large open work areas for officers, booking room, locker rooms, evidence storage, and a separate 800-sf storage building. $5.5 million / 14,100 sf

EDUCATION

University of Central Florida
B.S., Mechanical Engineering
1991

YEARS OF EXPERIENCE

TLC: 25 years
Toal: 28 years

REGISTRATIONS

PE FL 60195

CERTIFICATIONS

LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

ASHRAE, Member

TLC ENGINEERING SOLUTIONS

MOHAMMED HADIJI, PE, RCDD, LEED AP BD+C, GGP

Senior Electrical Engineer

BACKGROUND

Moncef serves as a Principal at TLC and Senior Electrical Engineer responsible for coordinating and implementing the electrical design with other design disciplines, supervising the electrical design team, as well as Quality Control and Quality Assurance for electrical drawings. Moncef has over 30 years of experience in designing specialty lighting, power distribution systems, emergency generators, uninterrupted power supplies, automatic transfer switches, lightning suppression, surge arresters, and communications-technology systems for fire alarms, paging and public address, voice-data, audio-visual, and security/access control.

EXPERIENCE

Brevard County Fire Stations 22 29 and 65, Melbourne, Florida
Renovations needed to address mold condensation issues include ceilings, lights, and diffusers in interior living spaces; insulation of exterior walls, sealing roof openings, and insulating roof deck. Electrical study includes reviewing existing electrical load and electrical panels. $280,000

City of Cocoa Fire Station 1 and Headquarters Facility, Cocoa, Florida
Design Criteria Package for a design-build contract includes four drive-through apparatus bays with eight folding doors in the front and four roll-up doors in the back, equipment and supply rooms, kitchen and dining areas, a day room, a fitness room, and nine bunk rooms. $3.5 million / 15,600 sf

City of Coconut Creek Public Works Building, Coconut Creek, Florida
New two-story Public Works administration building includes EOC, Dispatch, 911 Call Center and emergency response administrative spaces. N+1 systems, standby power and sustainable design elements. Relocation and reconnection of site infrastructure including fiber optics and data services. Certified LEED NC 2009 Silver. $7 million / 22,000 sf

Law Enforcement Data Center, Belle Glade, Florida
Addition of data racks in rooms Z108 and Z109 for the Palm Beach County Law Enforcement facility located in Belle Glade, Florida. $500,000

City of Indian Harbour Beach Police Headquarters, Indian Harbour Beach, Florida
New one-story includes dispatch center, work areas, booking, evidence storage, and storage building. The dispatch center features a redundant console design with monitors, data, radio, intercoms, and systems monitoring, including CCTV surveillance and building security systems with access controls between each department. $5.5 million / 14,100 sf

City of Melbourne Generator Rough Order of Magnitude for HMGP Application, Melbourne, Florida
Provide ROM cost for nine generators (60kW to 157kW) for eight fire stations and the City's fleet management building for the Hazard Mitigation Grant Program application. $1 million

City of Port St Lucie Generator Building B, Port St Lucie, Florida
Design services for new diesel generator and Automatic transfer switch for City of Port St Lucie government complex, Building B. $1.2 million

EDUCATION

Wichita State University
M.S., Electrical Engineering
1988

Wichita State University
B.S., Electrical Engineering
1986

YEARS OF EXPERIENCE

TLC: 19 years
Total: 35 years

REGISTRATIONS

PE FL 48022

CERTIFICATIONS

GGP, Green Building Initiative
LEED AP BD+C, GBCI
RCDD, BICSI

PROFESSIONAL AFFILIATIONS

BICSI, Member

International Association of Electrical Inspectors, Central Florida Division, Member

TLC ENGINEERING SOLUTIONS

GARY KRUEGER, PE, LEED AP BD+C, CM, GGP

Senior Structural Engineer | QAQC

BACKGROUND

Gary is among TLC's most senior and experienced structural engineers with expertise in structural analysis and design, 3-D computer modeling, structural system evaluation, and building and threshold inspections. Gary focuses on providing up-to-date, code compliant and sustainable design solutions for new and renovation projects specifically for local, state, and Federal governments. Gary has a wide array of structural design experience and is particularly well versed in addressing salt corrosion, excessive humidity conditions, and wind loads requirements. His design experience includes conventional structural steel, reinforced concrete, and precast concrete systems, high rise structures, long span space trusses, prestressed concrete, and challenging mat deep foundations.

EXPERIENCE

City of Melbourne Fire Station Design, Melbourne, Florida
Conduct a comprehensive needs analysis of four existing fire stations (FS's 72, 73, 75 & 76) and create a design criteria package for a new station to replace the existing FS 72 and also to be used as a model for other fire station replacements in the future.

City of Winter Haven Fire Station 1 Hardening, Winter Haven, Florida
Evaluation and assessment of fire safety complex that includes fire administration, EOC, apparatus bays, fire crew housing, and vehicle maintenance building to identify potential improvements for qualifying for CDBG Mitigation Critical Facility Hardening Program grant.

City of Fruitland Park Safety Complex, Fruitland Park, Florida
Development of a public safety complex that includes a "reuse" of the recently developed Fire station 71 integrated with a two story, police station and sallyport. 10,000 sf

City of Coconut Creek Public Works Building, Coconut Creek, Florida
New two-story Public Works administration building includes EOC, Dispatch, 911 Call Center and emergency response administrative spaces. N+1 systems, standby power for the building and sustainable design elements. Certified LEED NC 2009 Silver. $7 million / 22,000 sf

Haines City Public Safety Complex and EOC, Clermont, Florida
New two-story public safety complex with police office space and City Emergency Operations Center. 25,800 sf

City of Indian Harbour Beach Police Headquarters, Indian Harbour Beach, Florida
New one-story police station includes large dispatch center, private offices, large open work areas for officers, booking room, locker rooms, evidence storage, and a separate 800-sf storage building. $5.5 million / 14,100 sf

City of Palm Bay Police Department Wind Debris Mitigations, Palm Bay, Florida
Wind load diagrams and structural anchorage requirements for shutters, louvers, and exhaust fans for windborne debris protection. Electrical design was provided to power shutters and interconnection with fire alarm.

EDUCATION

Michigan State University
M.S., Structural Engineering
1983

Michigan State University
B.S., Civil Engineering
1982

YEARS OF EXPERIENCE

TLC: 36 years
Total: 42 years

REGISTRATIONS

PE FL 40788

CERTIFICATIONS

GGP, Green Building Initiative
LEED AP BD+C, GBCI
Certified Manager, ICPM

PROFESSIONAL AFFILIATIONS

ACI, Member
American Concrete Institute

AISC, Member
American Institute of Steel Construction

SAME, Member
Society of American Military Engineers

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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MULLEN, JAMES C.

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MELBOURNE FL 329010000

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Melanie S. Griffin, Secretary

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HADIJI, MOHAMMED MONCEF

7370 CABOT CT
SUITE 103
MELBOURNE FL 32940

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SPECIAL INSPECTOR NUMBER: 1069

KRUEGER, GARY CARL

5715 JOSEPH CT
MERRITT ISLAND FL 329537419

LICENSE NUMBER: PE40788
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COMPANY PROFILE

Halff is a full-service infrastructure consulting firm designed, engineered, planned, constructed – and purposed – for people. Since 1950, we've been creating smart solutions that improve lives and communities by turning ideas into reality. The firm provides services throughout the Southeast from 33 offices in Texas, Arkansas, Oklahoma, Louisiana and Florida. The firm's staff of 1,500 includes engineers, planners, scientists, and surveyors. Halff is ranked #87 in Engineering News-Record magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. Halff develops smarter solutions for a variety of market sectors. No matter the size or scope of the project, every one of our solutions is designed with a single purpose: our client's success.

Halff was founded on a core tenet: Focus on people, treat them well and success will follow. It's no wonder, then, that our employees, and the culture they create, define us. We are members of a company built on integrity, technical knowledge and commitment to client service.

HALFF'S UNIQUE QUALIFICATIONS

Halff understands there are many important qualifications to selecting a qualified engineering firm. Halff has assembled a highly-qualified team with a proven history of working together and specialized experience in all aspects of the anticipated project. Our team is committed to the success of the project and will apply our knowledge and experience to:

- Be available and immediately responsive.
- Listen to and understand your objectives, goals and constraints
- Understand the regulatory and permitting requirements associated with the project
- Provide varying options for each design problem to enable selection of solutions which best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget and schedule.

HALFF BY THE NUMBERS

AREAS OF SPECIALIZATION

Halff's areas of specialization include the following:

- Broadband
- Construction Services
- Energy
- Environmental
- Flood Infrastructure Design
- Geographic Information Systems
- Geospatial
- Intelligent Transportation Systems
- Land Development
- Landscape Architecture
- Local Infrastructure
- MEP Engineering
- Planning
- Resilience
- Right of Way
- Structural Engineering
- SUE/Utility Coordination
- Surveying
- Transportation
- Water Conveyance and Pumps
- Water/Wastewater Treatment
- Watershed Plans and Studies

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Duane Booth, PE

Duane has extensive experience in drainage, stormwater, roadway engineering, and project management for public and private land development including utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various agencies including FDEP, SJRWMD, and FDOT. His engineering skillset includes street and highway design, parks and recreation design, municipal water and wastewater infrastructure master planning and design, urban/rural subdivision planning and design, stormwater design, flood studies, and FEMA map revisions.

ROLE
Senior Project Advisor

EXPERIENCE
38 Years

EDUCATION
BS, Civil Engineering,
University of Central Florida

REGISTRATION
Professional Engineer,
FL No. 44631

CERTIFICATIONS
Qualified Stormwater Management Inspector, FSESCI No. 7947

Temporary Traffic Control Advanced, FDOT No. 615451

REPRESENTATIVE PROJECT EXPERIENCE

Clermont Downtown Streetscape, Clermont, FL.
Principal-in-Charge responsible for providing surveying, engineering design, permitting, project coordination, and construction management services for the City's Downtown Streetscape projects, which are part of the City of Clermont's Downtown Master Plan project. The Master Plan focuses on keeping the growing city connected and protecting its charm, while revitalizing the historic downtown section with new gathering places along the waterfront.

Lake County, CR 455 Engineering and Design Services, Lake County, FL.
Project Engineer that provided engineering design, permitting, utility coordination, and post-design services. Our team designed a 4,400 linear foot, 4-lane divided, urban roadway with 4-foot bike lanes, a 12.5-foot multipurpose trail, and a 5-foot sidewalk within a 120-foot right-of-way with alignment to the original section of CR 455. The plans were designed to meet all Lake County and FDOT design requirements.

Round Lake Road Flood Study, Lake County, FL.
Project Engineer for Flood Study and Flood Storage design for Lake County. Area of concern was the SW corner of Round Lake Road & Wolf Branch Road. Contributing basin extended north of Wolf Branch Road and included several nurseries along Britt Road that drain into a creek that flows under Wolf Branch Rd into wooded area. Halff modeled the 100 year storm event in existing conditions and proposed/designed a 2 pond system to provide additional flood storage to eliminate or minimize flooding to Round Lake Road.

Orange Avenue Improvements, Lake County, FL.
Project Engineer that provided design, survey, permitting, and construction administration for stormwater drainage improvements on Orange Avenue and East Lake Street in Umatilla. The project included dry retention, sediment traps, a stormwater outfall pipe, and roadway, curbing, and sidewalk reconstruction. Located in the Hicks Ditch Basin, it helped reduce flooding and pollutant loading to Lake Umatilla. The project, benefiting Umatilla High School, was a joint effort with FDEP grant funding and Lake County Schools' in-kind services.

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Brett Tobias, PE

Brett has experience designing, permitting, and overseeing various projects ranging from commercial and industrial sites and large-scale residential and multifamily projects to roadway design, community and regional parks, water and wastewater infrastructure, stormwater treatment, and flood studies. His permit expertise includes Florida Water Management Districts, the Florida Department of Environmental Protection, the Army Corps of Engineers, the Florida Department of Transportation, and local counties and municipalities. His project management experience covers conceptual project planning and working closely with permitting agencies. He oversees quality control to meet clients' goals and needs while adhering to local, state, and federal codes and regulations. Brett is familiar with coordinating with other disciplines required for site-related design, including electrical, structural, geotechnical, environmental, and architectural consultants, to provide a complete package for clients.

ROLE
Stormwater Management and Design Services

EXPERIENCE
22 Years

EDUCATION
BS, Civil Engineering, University of Florida

REGISTRATION
Professional Engineer, FL No. 69017

REPRESENTATIVE PROJECT EXPERIENCE

City of Clermont New City Boat Ramp Facility, Lake County, FL.
Project Manager responsible for performing stormwater calculations, plan production oversight, permitting with state and local agencies, and bidding and construction administration services. This project involved a new four-lane boat ramp, floating dock with 10 temporary mooring slips, 100 truck with trailer parking spaces, stormwater treatment design, relocation of trail around ramp facility, and restroom facility.

City of Fruitland Park Library, City Hall, Lake County, FL.
Project Manager responsible for performing stormwater calculations, plan production oversight and permitting with state and local agencies. Halff prepared construction plan documents for the civil infrastructure to support a new library building next to City Hall. Design included portable water, sanitary sewer, and a stormwater master plan for the entire City Hall Complex to allow for future development adjacent to City Hall. Halff was responsible for permitting with all relevant agencies, including the SJRWMD, FDEP Water, and FDEP Sewer.

Lake Yale Marsh Park Stormwater Enhancement, Lake County, FL.
Project Manager responsible for stormwater design, permitting, and project management. As part of an on-call continuing services contract with Lake County, Halff provided the design and permitting of a wet swale system to improve the nutrient discharge to Lake Yale from CR 452 and the surrounding areas.The project was jointly funded by the Lake County Water Authority and Lake County and involved creating a linear water quality treatment swale from an existing remnant canal at Marsh Park to Lake Yale. This required excavation and recontouring of the upland area of the canal bank for additional water storage allowances for wetland plantings, dewatering, and sodding. The project included culvert improvements under CR 452 that allowed runoff from the surrounding 66-acre basin.

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Joe Loretta, PLA, LEED AP BD+C

Joe has 25 years of experience in open space and parks design, land development, landscape architecture and urban design. Joe's current role is to grow public works, land development, and planning and landscape architecture in the state of Florida and Georgia. Joe currently sits as on the Downtown Development Review Board for the City of Jacksonville. He previously served on the City Jacksonville Adaptive Action Area Work Group which led to the hiring of the first resilience Coordinator for the City of Jacksonville, then the Resilient Jacksonville Plan.

ROLE
Landscape Architecture

EXPERIENCE
25 Years

EDUCATION
BA, Landscape Architecture,
Kansas State University

REGISTRATION
Professional Landscape Architect,
FL No. LA6666755

CERTIFICATIONS
LEED AP Building
Design+Construction

REPRESENTATIVE PROJECT EXPERIENCE

St. Johns Park at Friendship Fountain, Jacksonville, FL.
Landscape Architect led through the initial site plan design of the 8.5-million-dollar park grounds in conjunction with City Parks Staff, Jill Enz. The project is currently on-going with phase 1 surrounding the Renovation of Friendship Fountain has opened. The park will include public open space, interactive seating and lighting throughout, Bartram garden, a sunken deck, wedding garden, Timucuan concession plaza and Ribault Landing Playground, along with created wetlands, restrooms and a pad for a new restaurant parcel.

Jacksonville Heritage Music Garden, Jacksonville, FL.
Landscape Architect led through the initial design for the park master planning, detail landscape and hardscape design services. The park includes a musical garden walk with various park elements geared towards the musical theme, including art and musical history of Jacksonville. Additional elements includes shade structures, a large synthetic lawn, the riverwalk and children's musical play instruments.

Bainbridge Downtown & Waterfront Revitalizaiton, Bainbridge, GA.
Landscape Architect responsible for assisting in the completion of a connectivity master plan for the Flint River waterfront, which included revitalizing Cheney Griffin Park and an environmental interpretation center, as well as enhancements to an existing amphitheater, a 10-foot-wide, multi-use trail along the river, a marina, a boat launch facility and associated parking, and a swim complex that included an outdoor park.

Arlington CRA, Jacksonville, FL.
Landscape Architect responsible for this project that involved the evaluation of a principal arterial, along with several local roads, as part of the creation of a CRA within the Arlington area of Jacksonville. A corridor master plan was developed to support implementation of the CRA. The plan's intent was to create a vision for the primary corridors through landuse, transportation facilities, and neighborhood preservation measures that achieve a positive image for the corridor. Adopted transportation features included road diets, on-street parking, bike lanes, wide sidewalk zones, and roundabouts.

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LICENSEE DETAILS

Licensee Information

Name:	BOOTH, DUANE K (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	44631
Status:	Current,Active
Licensure Date:	08/23/1991
Expires:	02/28/2027

LICENSEE DETAILS

Licensee Information

Name:	TOBIAS, BRETT JAY (Primary Name)
Main Address:	517 ANTIGUA AVE. TAVARES Florida 32778
County:	LAKE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	69017
Status:	Current,Active
Licensure Date:	01/29/2009
Expires:	02/28/2027

Special Qualifications	Qualification Effective
Civil	12/06/2007

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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LORETTA, JOSEPH PAUL
9995 GATE PARKWAY
SUITE 200
JACKSONVILLE FL 32256

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RVi

ESTABLISHED

1982

130+ EMPLOYEES

RVi is an exceptional design firm that truly understands both the science behind a project and the critical nature of public involvement in the process.

Susan Rankin,
Former Executive Director,
The Trail Foundation

PLANNING

LANDSCAPE ARCHITECTURE

URBAN DESIGN

VISIONING + BRAND DESIGN

13 thirteen OFFICES

SIX STATES

ARIZONA CALIFORNIA COLORADO

FLORIDA NORTH CAROLINA TEXAS

NATIONAL EXPERTISE

Our purpose is to inspire people to be outside and engage in the community around them.

As planners and landscape architects, we embrace every opportunity to advance this mission by creating memorable and engaging outdoor experiences. Founded in 1982, RVi has grown into a national firm with 13 offices across the country, five of which are in Florida — in Bonita Springs, Fort Myers, Sarasota, Tampa and Orlando. We offer a broad range of project experience that inspires our team to think creatively, and approach each new opportunity with an adventurous spirit, collaborative mindset, and a desire to consistently raise the bar for our clients and the communities we serve.

We believe that great municipalities are founded on thoughtful planning. RVi currently serves 19 municipalities in Florida for planning and landscape architecture services, including parks design in recent years for the cities of Bonita Springs and Maitland, and Village of Estero.

WE KNOW PARKS & TRAILS

Whether wandering through the woods or near a roadside, every park and every trail has an underlying story to tell and a connection to make with its users. The RVi team loves digging into stories of the land and works hand-in-hand with the community to find the tales waiting to be discovered.

We have over 40 years of experience planning and designing parks, trails and greenways. The success of our projects is rooted in our commitment to community engagement, being good stewards of our clients' financial resources and our passion for creating fun and imaginative places for people of all ages to enjoy.

PROJECT TEAM RESUMES

RYAN SEACRIST, PLA, ASLA
PRINCIPAL-IN-CHARGE, LANDSCAPE ARCHITECT

Ryan specializes in the essential integration of landscape architecture and planning with a passion for developing elevated human experiences. Throughout his 14 year career, Ryan has focused on and led public realm design, including a myriad of streetscape, complete streets, and trail projects across Florida and the Midwest. As Principal of RVi's Florida landscape architecture practice, Ryan promotes synergy between urban design, landscape architecture, and planning disciplines to bring people-focused solutions for safe, equitable, and appealing multi-modal transportation infrastructure.

EDUCATION
University of Central Florida, Masters of Urban Planning
West Virginia University, B.S. in Landscape Architecture

PROFESSIONAL LICENSURE
Professional Landscape Architect, Florida LA6667322; West Virginia No. 387

PROJECT EXPERIENCE
Golden Triangle Regional Park (East) & YMCA, City of Tavares, FL
Ryan has led the scoping discussion and community engagement strategy on behalf of the City-selected project design team, alongside Powell Studio Architecture, for the 25-acre eastern campus of Golden Triangle Regional Park. The project will include new outdoor sport courts and multi-sport fields, relocation for a new and improved YMCA facility, and serve as a trailhead for the Wekiva and River to Hills trails.

Maitland Library & Park Conceptual Design, Maitland, FL
Ryan served as Project Principal & Design Lead for the master plan of a 20,000 SF library and adjacent 2.5-acre Quinn Strong Park. The site will serve as a central community hub, part of a cultural campus with an art and history museum and event space. The design creates seamless pedestrian access from Packwood and Maitland Avenues, through the library, and into the park, and includes renovating the historic library building just south of the park.

Orlando City Soccer Club Traininig Facility*, Lake Nona, FL
Ryan served as Senior Landscape Architect for the design and construction documentation of a state-of-the-art training facility for the Orlando City Soccer MLS club, originally proposed to be built in Orlando's Lake Nona community. The project was planned to include six soccer fields, clubhouse, maintenance facilities, parking lot, and iconic gateway structures.

LAURAH WALKER, PLA
LANDSCAPE ARCHITECTURAL PROJECT MANAGER

Laurah has more than eight years of professional experience as a landscape architect in southwest Florida, and has worked on a variety of public and private-sector projects including public schools, a fire station and community parks in Charlotte County's Babcock Ranch master-planned community. Her areas of expertise include landscape, hardscape and monument design, construction documentation and observation, as well as production of graphic rendering presentation packages. Laurah has recently pursued more site planning work, and has a been vital asset in providing site planning services to current and new clients.

EDUCATION
University of Georgia, Bachelor of Landscape Architecture

PROFESSIONAL LICENSURE
Professional Landscape Architect, Florida No. 6667582

PROJECT EXPERIENCE
Public Fire Station, Charlotte County, FL
Laurah served as Project Manager to provide landscape architecture services, including schematic design, design development, construction documents, bidding and construction observations for the Babcock Ranch Fire EMS Station, Sheriff's Station and Bloom Building in the Babcock Ranch community in Charlotte County. The Babcock Ranch project's design had to meet strict local design criteria for native and low water use landscape while providing functional use and aesthetic consistency with the existing Babcock Ranch community.

Public High School, K-8 School & Regional Sports Park, Babcock Ranch, Charlotte Co., FL
Laurah played an integral role in the design and construction administration of landscape and hardscape amenities surrounding the Babcock Neighborhood School (K-8), Babcock High School and regional sports park in the 18,000-acre Babcock Ranch community. RVi led design and permitting of the playgrounds, which includes raised garden beds for hands-on learning, butterfly gardens, and 90 percent native plant palette.

Telegraph Linear Park, Babcock Ranch, Charlotte Co., FL
Laurah is currently serving as the lead Project Designer on this project. The design required a 90% native plant palette, understanding of the poor soil conditions, trail marker monument locations, as well as trail paths and seating opportunities. Telegraph Linear Park is currently under construction, and Laurah is often on-site to assist with in field monument location and tree flagging.

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WALKER, LAURAH

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Andreyev Engineering, Inc.

SANFORD OFFICE
4055 St. John's Parkway
Sanford, Florida 32771
407-330-7763

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

BUSINESS/FIRM HISTORY AND INFORMATION

Andreyev Engineering, Inc. (AEI) was founded in 1993, by Nicolas E. Andreyev, P.E. and is a professional consulting engineering firm offering a wide range of Geotechnical, Hydrogeological, Environmental and Materials Testing services. Our ability in this highly specialized field of practice results from extensive hands-on local experience. With offices in Sanford, St. Petersburg, Clermont and The Villages, we specialize in providing practical solutions to complex technical issues involving soil and groundwater. AEI has more than 30 years of proven experience in providing these types of services.

The firm's president and founder, Mr. Nicolas E. Andreyev, P.E., is a recognized expert in the specialized field of engineering hydrogeology. Mr. Andreyev has authorized many publications in this field and has also developed computer software that is utilized by many in the civil engineering industry. AEI currently has a total staff of thirty-nine (39) professional and technical personnel. Collectively, AEI has eleven registered professionals (eight professional engineers and three professional geologists) who have over 150 years of combined professional engineering and geological experience throughout Florida. Hundreds of successfully completed projects throughout Florida, Southeast USA and overseas attest to our skills and abilities and we have provided these unique services to a wide range of clients.

With respect to insurance and certification, AEI maintains a professional liability insurance policy with coverage for two million dollars, coverage for workers compensation and a four million dollar umbrella policy.

AEI is currently under contract with several local government entities providing geotechnical, hydrogeologic, environmental and construction materials testing/inspection services. Further, AEI is prequalified by the Florida Department of Transportation (FDOT) in Work Groups 9.1, 9.2, 9.3, 9.4, and 10.3. Our professional staff has provided services for numerous governmental and private projects throughout the State of Florida.

AEI has a full-service soils and materials laboratory and in-house drilling capability, with equipment suitable for any project terrain.

AEI was founded on the basic principle of providing superior services for each project, with an emphasis on quality, schedule and budget. We have established a proven track record of providing cost effective solutions to difficult projects. We can effectively complete small projects ($500 to $5,000), as well as large regional projects ($100,000 to $1,000,000). We have the personnel, the capability and the necessary experience.

SPECIALIZED SERVICE CAPABILITIES

GEOTECHNICAL ENGINEERING

- Geotechnical Drilling
- Groundwater Level Determination
- Studies for Land Development
- Laboratory Analysis (moisture content, grain size, permeability, consolidation, etc.)
- Muck Surveys
- Sinkhole Investigations
- Bearing Capacity Determination
- Foundation Design

ENVIRONMENTAL CONSULTING

- Contamination Assessments
- Building Condition Surveys
- Phase I & Phase II Environmental Site Assessments
- Remedial Action Plans
- Groundwater Sampling & Testing
- RCRA Part B Permitting
- Asbestos Sampling & Testing

MATERIALS TESTING & INSPECTION SERVICES

- Density Testing/Compaction
- Proctor Density Testing
- Gradation
- LBR/CBR
- Concrete Testing
- Soil Cement Testing
- Asphalt Mixtures

GROUNDWATER SERVICES

- Installation of Wells & Testing
- Aquifer Characterization
- Groundwater Flow Modeling
- Water Supply Assessment & Design
- Dewatering System Modeling & Design
- Groundwater Monitoring Plans

WATER RESOURCES

- Watershed Planning
- Water Quality Modeling
- Assimilative Capacity Assessments
- Stream/Lake Monitoring
- Sampling Programs

WASTEWATER SERVICES

- Aquifer Characterization & Testing
- Effluent Disposal Modeling & Design
- Water Reuse System Design & Permitting
- Industrial Wastewater Disposal Design & Permitting

TRANSPORTATION SERVICES

- Roadway Soil Surveys
- Bridge Foundation Geotechnical Engineering
- Pile Driving Inspection
- Drilled Shaft Installation Inspection

STORMWATER SERVICES

- Soil Borings & Permeability Tests
- Infiltration/Recovery Modeling
- Underground Storage & Recovery
- Environmental Resource Permits

Andreyev Engineering, Inc.

SANFORD OFFICE
4055 St. John's Parkway
Sanford, Florida 32771
407-330-7763

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

Raymond Jones, P.E., Vice President
Sanford, FL
Senior Geotechnical Engineer

BUSINESS RESIDENCE: 4055 St. Johns Parkway Sanford, Florida

EDUCATION: Bachelor of Science, Civil Engineering
Florida State University,1996

REGISTRATIONS: Professional Engineer, Florida Registration #58079

SOCIETIES: American Society of Civil Engineers-Member

YEARS OF EXPERIENCE: 29

YEARS WITH CURRENT FIRM: 28

SUMMARY OF CAPABILTITIES:

Shallow Foundation Engineering	Hydrogeological Studies
Deep Foundation Engineering	Groundwater Modeling
Soil Mechanics	Consumptive Use Permitting
Roadway and Bridge Studies	Quality Control-Quality Assurance Program Implementation
Sinkhole Investigations	Pavement Design
Slope Stability Analysis	Well Construction

Mr. Jones is currently a Vice President of Andreyev Engineering Inc., where his duties include overall office, project, and staff management, client development, client relations and all aspects of project engineering. Mr. Jones has successfully managed numerous geotechnical and hydrogeologic studies throughout the state of Florida in the areas of groundwater analysis, water supply planning and design, consumptive use permitting, materials testing and geotechnical engineering.

Andreyev Engineering, Inc.

SANFORD OFFICE
4055 St. John's Parkway
Sanford, Florida 32771
407-330-7763

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

Robert B. Cornelius, P.E.
Clermont, FL
Senior Geotechnical Engineer

BUSINESS RESIDENCE: 1170 W. Minneola Avenue
Clermont, Florida 34711

EDUCATION: Bachelor of Science, Civil Engineering
University of Central Florida, Orlando, Florida; 2004

REGISTRATIONS: Professional Engineer, Florida Registration #69864

YEARS OF EXPERIENCE: 26

SUMMARY OF CAPABILITIES:

Sinkhole Investigations
Deep Foundation Engineering
Soil Mechanics
Shallow Foundation Engineering
Quality Control-Quality Assurance
Engineered Materials Testing and Inspection
Geotechnical Instrumentation

Mr. Cornelius has more than 20 years of experience providing environmental engineering, geotechnical engineering, materials testing and consulting services. These services include planning/coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures and earthwork projects.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

JONES, RAYMOND WILLIAM
7210 LAKE DRIVE
SANFORD FL 32771-9284

LICENSE NUMBER: PE58079
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CORNELIUS, ROBERT B.
16306 HAWKS NEST COURT
CLERMONT FL 34711

LICENSE NUMBER: PE69864
EXPIRATION DATE: FEBRUARY 28, 2025
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CITY OF OCOEE
RSQ NO: 2025-0004
1 Bluford Ave, Ocoee, FL 34761

ARCHITECTURE AND PLANNING

Architectural Services

Powell Studio Architecture LLC
Contact: 352.874.2340
713 W Montrose St. Clermont, FL 34711

PROPOSED KEY SUBCONTRACTORS

Geotechnical Engineering

Andreyev Engineering, Inc.
Contact: 352.241.0508
1170 W Minneola Ave, Clermont, FL 34711

Structural, Mechanical, Electrical, and Plumbing Engineering

TLC Engineering Solutions
Contact: 407.841.9050
7370 Cabot Ct Suite 103, Melbourne, FL 32940

Civil Engineering

Halff Associates Inc
Contact: 352.343.8481
9100 Conroy Windermere Rd Suite 200,
Windermere, FL 34786

Landscape Architecture

RVI Planning + Landscape Architecture
Contact: 407.680.0650
111 N Magnolia Ave Suite1350, Orlando, FL 32801

Current and Projected Workload of Powell Studio Architecture

At Powell Studio Architecture, our current workload consists of carefully selected projects that align with our expertise and values. We are focused on maintaining a high standard of quality and excellence in each of our ongoing ventures. Looking ahead, our projected workload will remain steady as we aim to continue delivering outstanding design solutions while staying dedicated to our existing clients and projects. Our goal is to refine and enhance the work we do, ensuring lasting impact and satisfaction with every project.

Powell Studio Architecture's Ability to Deliver

Powell Studio has built a strong reputation for consistently delivering projects on time and within budget, a testament to our commitment to excellence and client satisfaction. We understand the importance of meeting deadlines and staying within financial parameters, and we take great pride in our ability to manage both effectively. Through a combination of careful planning, thorough project scoping, and close collaboration with our clients, we ensure that every project is executed with precision and care. Our dedicated team works tirelessly to identify potential challenges before they arise and implement proactive solutions to keep the project on track. By leveraging industry best practices, advanced project management tools, and our wealth of experience, Powell Studio consistently meets or exceeds client expectations, providing high-quality results while maintaining strict adherence to timelines and budget constraints. This focus on efficiency, transparency, and accountability has been key to our ongoing success and the long-term relationships we've built with our clients.

SKETCH

ULTIMATE RESULT

Name of Project: Clermont Fire Station #2
Project Details: Powell Studio Architecture designed Fire Station #2 in Clermont with drive-through bays, sleeping quarters, training areas, storage, parking for 24 vehicles, and an emergency signal.
Start date: June 2023 Completion date: In Progress
Contract amount: 599,975
Awarding Agency: City of Clermont
Agency's Point of Contact: Name and Title: Rick Van Wagner - City Manager
Phone number: 352-241-7358
Email address: RVanWagner@ClermontFl.org

Name of Project: 8th Street-Meet Me In The Middle
Project Details: The "Meet Us in the Middle" project revitalizes downtown Clermont's waterfront with a new pier, amphitheater, and public amenities, creating a space for community events and recreation.
Start date: October 2023 Completion date: In Progress
Contract amount: 353,500
Awarding Agency: City of Clermont
Agency's Point of Contact: Name and Title: Rick Van Wagner - City Manager
Phone number: 352-241-7358
Email address: RVanWagner@ClermontFl.org

Name of Project: Astor Branch Library
Project Details: The Astor County Library, features reading areas, program spaces, and digital zones, serving as a key resource for books, media, and community programs.
Start date: Feburary 2022 Completion date: January 2025
Contract amount: 29,530
Awarding Agency: Lake County Office of Facilities Management
Agency's Point of Contact: Name and Title: Ivan Lespier - Construction Program Manager
Phone number: 352-253-4976
Email address: ivan.lespier@lakecountyfl.gov

Does Respondent have any similar work in progress at this time? Yes X No ___

Bank or other financial references:

(Attach additional sheets if necessary)

END OF INSTRUCTIONS

POWELL STUDIO
ARCHITECTURE

SIMILAR PROJECTS

(Within the Past 3 Years)

Clermont Fire Station #2 - Clermont, FL

Powell Studio Architecture designed the 16,000 SF Fire Station #2 in Clermont, featuring four drive-through bays, sleeping quarters, training areas, and equipment storage, along with parking for 24 vehicles and an emergency traffic signal.

8th Street - Meet Us In The Middle - Clermont, FL

Powell Studio Architecture approached the "Meet Us in the Middle" project with a focus on enhancing downtown Clermont's waterfront while fostering community engagement. The design incorporates key elements such as a new pier with boat and jet ski slips, a tiered amphitheater for events and performances, and public amenities like seating, picnic areas, and improved pedestrian pathways. The project aims to create a vibrant central hub that connects locals and visitors, offering a space for both recreation and community gatherings.

Astor Library - Astor, FL

The Astor County Library, designed by Powell Studio Architecture, provides a modern and accessible space for the community. The design includes reading areas, program spaces, and digital access zones, creating a welcoming environment for all visitors. It serves as a key resource for local residents, offering books, digital media, and community programs.

POWELL STUDIO ARCHITECTURE

SIMILAR PROJECTS

Fire Inspections Administration Building Renovation - Clermont, FL

The Clermont Fire Inspections Building Renovation focuses on upgrading the facility to enhance functionality, safety, and efficiency. Modernizing systems and optimizing space, the project will create a more effective environment for the fire inspections team, supporting their operations and improving service to the community.

Northshore Overlook at Ferndale Preserve - Ferndale, FL

Powell Studio Architecture designed the Green Mountain Trailhead at Ferndale Preserve with a key feature: a striking observation tower. The tower offers stunning views and is made with sustainable materials, ensuring accessibility. The design also includes pathways, seating areas, and signage, enhancing the outdoor experience while blending seamlessly with the natural environment.

Kehlor Recreation Center - Clermont, FL

Powell Studio Architecture designed the upgrades to the Kehlor Recreation Center in Clermont, improving the facility's existing public spaces. The design included enhancements to the shuffleboard, tennis, and pickleball courts, as well as modernized areas for senior activities and community events. The firm's work focused on optimizing functionality while maintaining the building's community-centric atmosphere. These updates ensure the facility better serves the needs of local residents and visitors.

POWELL STUDIO ARCHITECTURE

SIMILAR PROJECTS

The Fifty West Building - Clermont, FL

Powell Studio Architecture designed Fifty West, the Southeastern U.S.'s first three-story building using Cross Laminated Timber (CLT). Spanning 28,900 square feet along Highway 50, the building features Class A retail and commercial spaces with modern design, natural light, and stunning views. The design integrates CLT for both aesthetic appeal and structural integrity, aligning with the owner's vision of creating a unique, sustainable office space.

Lake County Rowing Boathouse - Clermont, FL

Powell Studio Architecture designed the Lake County Rowing Boathouse with a focus on practicality and sustainability. The building includes spaces for boat storage, training, and community events, with a layout that enhances accessibility. Large windows provide natural light and views of the water, while the design incorporates durable materials that blend with the natural environment. The modern architecture complements the setting while meeting the needs of rowers and visitors.

Neighborhood Lakes Trailhead - Sorrento, FL

The Neighborhood Lakes Trail, connecting Orange, Seminole, and Lake Counties, features a central trailhead building along SR 46. Designed with a two-story timber facade, the 30,000 square-foot building blends modern design with nature, serving equestrians, cyclists, birdwatchers, and the public. Additional seating and balconies will enhance the visitor experience.

halff

HALFF EXPERIENCE

Emergency Operations Center, Tavares. Halff was the Engineer of Record for this new, 38,000 sf, state-of-the-art emergency operations center. Halff provided boundary and topographic surveys, underground and above-grade utility locations, conceptual site plan design, final engineering plans, construction administration services, construction bid document preparation, construction oversight, and permitting. The project houses the City's police and fire departments. This was a much-needed upgrade as the former police station was in a cramped, small corner of City Hall for decades and the fire department was housed in the City's former 2,000 sf freight depot. The site, prior to the new complex, was the fleet operations center for the school district. A $500,000 FEMA grant kicked off the project.

Public Safety Complex, Sumter County. Halff provided survey, civil engineering, design permitting, BIM and utilities for public safety buildings in Wildwood and Bushnell and overseeing construction administration. In addition, Halff also handled all necessary permitting with SWFWMD, FDEP Sewer, and FDEP water.

Fire Station #2, Clermont. Halff designed and permitted a City prototype, three-bay fire station on a one-acre site next to the Kings Ridge Community. The fire station is 6,500 square feet with rear entry access from the adjacent side street exiting onto Hartwood Marsh Rd. Design included water and sewer utilities, and stormwater treatment.

Lake County Fire Station #109, Clermont. Halff provided boundary and topographic surveys for the station expansion.

Lake County Fire Station #111, Groveland. Halff provided stormwater inspection services and conducted a site visit to compare and confirm the existing pond conformed to the permitted plans. The completed report was then submitted to SJRWMD for approval.

Lake County Fire Station #82, Astatula. Halff provided surveys, site design and permitting, bidding assistance, and construction oversight for Lake County Fire Station #82. Halff also permitted both potable water and sewer facilities to serve the station.

Lake County Fire Station #110, Clermont. Halff provided engineering design services for stormwater drainage system improvements and erosion control. Stormwater runoff was routed into an expanded retention pond/swale system. Halff also provided permitting services with Lake County for site plan and driveway.

Lake County Fire Station #15, Eustis. Halff provided boundary and topographic surveys for the station expansion.

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Fire Station #11, Altoona. Halff provided driveway design to improve safety, and permitting with Lake County and FDOT.

Fire Station #90, Clermont. Halff provided design and permitting services for a 2,000-sf fire station on 5.53 acres. Halff also provided boundary, topographic tree and ROW surveys, site plan, permitting with FDEP, Lake County, and FDOT.

Fire Station #2, Mount Dora. Halff provided surveying, site design, permitting, bidding assistance, and construction oversight on this project, which improved response times for the western portion of the City.

Fire Station #39, Sorrento. Halff provided survey, site plan design, and permitting services for a +/- 2,400 square feet fire station situated on 1.50 acres of land for Lake County. Originally, the project started as an existing building expansion but changed to a new building at East Lake Park. Surveys included boundary, topographic, tree, and right-of way. Permitting with FDEP, SJRWMD, and Lake County was required. Halff also provided construction administration services.

Fire Station #14, Umatilla. Halff provided boundary, topographic, tree, and ROW surveys, site plan, permitting (City of Umatilla, FDEP water), and construction administration services. Halff also retained/oversaw geotechnical and environmental subconsultants.

Fire Rescue #14 – Offsite Watermain. As a Lake County Continuing Engineering and Surveying Services provider, Halff deliverables included offsite utility design and permitting (Lake County ROW, FDOT, FDEP water), ROW survey, utility locates, watermain, hydrant and force main engineering design, and construction administration services.

halff

Emergency Operations Center

City of Tavares | Tavares, FL

Halff was the Engineer of Record for this new, 38,000 sf, state-of-the-art emergency operations center. Halff provided boundary and topographic surveys, underground and above-grade utility locations, conceptual site plan design, final engineering plans, construction administration services, construction bid document preparation, construction oversight, and permitting. The project houses the City's police and fire departments. This was a much-needed upgrade as the former police station was in a cramped, small corner of City Hall for decades and the fire department was housed in the City's former 2,000 sf freight depot. The site, prior to the new complex, was the fleet operations center for the school district. A $500,000 FEMA grant kicked off the project.

Completed: 2019

Contract Price: $41250.78

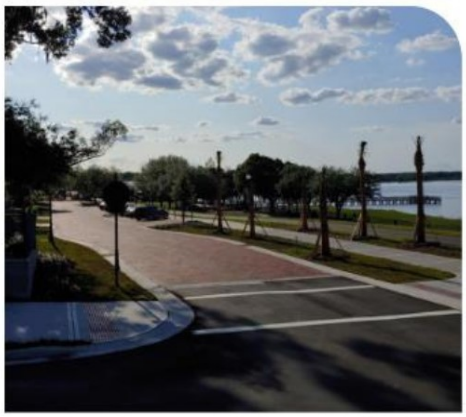
Final Cost: $14,000,000

Reference
City of Tavares
Mike Fitzgerald
mfitzgeral@tavares.org
352.742.6408

halff

City of Clermont Continuing Services Contract

City of Clermont | Clermont, FL



Halff has been a continuing engineering services provider to the City of Clermont since 2009. Projects below were completed, or are ongoing, since 2015.

CDBG ROAD AND STORMWATER IMPROVEMENT PLANS

Halff redesigned the road section on Bloxom, installing standard F curbs and ADA-compliant sidewalks, repairing driveways, and connecting to a stormwater collection system leading to a permitted pond. The project included upgrading a 2-inch water main to a six-inch one over 2,000 feet. Halff also provided CDBG grant funding assistance, FDEP permitting, SJRWMD drainage exemption preparation, and construction administration services.

SUNBURST LANE WTP EXPANSION

The project included the construction of two new well houses, installation of new well pumps for the lower Floridan wells, construction of a new 2-million-gallon ground storage tank, PH adjustment system, and yard piping modifications. Halff provided project administration services, surveying, environmental and geotechnical investigations, final design, permitting, bidding assistance and construction administration services.

CITY OF CLERMONT BOAT RAMP

The boat ramp project was 8.68 Acres of project area. It included 2 double boat ramps, finger piers next to the ramps and a 10 slip floating dock system for temporary mooring. Site work also included realignment of the coast to coast trail around the perimeter of the site, 100 parking spaces for trucks & trailers, Handicap Parking, & a restroom facility. Stormwater management system had to meet Outstanding Florida Waters (OFW) criteria, and we constructed turn lanes on East Ave. Permitting was with both SJRWMD and ACOE. Facilities within the water was granted a sovereign submerge land lease with the State of Florida.

DOWNTOWN STREETSCAPE PHASE 1, 2, AND 3

Halff provided survey, engineering design, project coordination, and construction management for the City of Clermont's Downtown Master Plan. The Streetscape Phase 1 project on Osceola Avenue aimed to enhance parking, walkability, and safety for pedestrians and cyclists. Key features included a designated meeting area, landscaping, pavers, traffic calming, improved stormwater, potable water, and sanitary sewer systems, event electrical power and lighting, and integration of the Legacy Loop bike trail.

Project Budget: Various

Funding Entity: City of Clermont

Year Designed: 2019 - Present

Scope: Water/wastewater, roadway planning and design, survey, streetscape, stormwater engineering, permitting, engineering design, construction management, landscape architecture, electrical

Reference:
Stoney Brunson
Public Works Director
685 W. Montrose Street
Clermont, FL 34711
352.394.7177
SBrunson@clermontfl.org

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TLC ENGINEERING SOLUTIONS

EXPERIENCE WITH SIMILAR PROJECTS

- **City of Clermont Fire Station 2, Clermont, Florida**
  New single-story four-bay drive-through station with sleeping quarters for 12+ personnel, includes areas for administrative and training, residential living, physical fitness room, storage for equipment and gear, separate cleaning facilities for uniforms and firefighting turnout gear, and decontamination with proper operation zones between clean and contaminated areas. Construction Cost: $1.2 million / Fee: $4,500 / 5,000 sf / 2024

- **City of Fruitland Park Safety Complex, Fruitland Park, Florida**
  Development of a public safety complex that includes a "reuse" of the recently developed Fire station 71 integrated with a two story, police station and sallyport. Construction Cost: $ Unknown / Fee: $44,090 / 10,000 sf / 2025

- **City of Melbourne Fire Station Design Criteria Package, Melbourne, Florida**
  Conduct a comprehensive needs analysis of four existing fire stations (FS's 72, 73, 75 & 76) and create a design criteria package for a new station to replace the existing FS 72 and also to be used as a model for other fire station replacements in the future. Construction Cost: NA / Fee: $47,345 / 2025

- **City of Palm Bay Access Control System and Video Surveillance System, Palm Bay, Florida**
  Assessment of existing Access Control System (ACS) and Video Surveillance System (VSS) for multiple facilities owned by Palm Bay to identify systems that would be suited for the City's current and future ACS and VSS needs. Construction Cost: NA / Fee: $10,000 / 2022

- **City of Port St Lucie Generator Building B, Port St Lucie, Florida**
  Design services for new diesel generator and Automatic transfer switch for City of Port St Lucie government complex, Building B. Construction Cost: NA / Fee: $130,000 / 2024

- **City of Port Orange Fire Station 74 Building HVAC Upgrade, Port Orange, Florida**
  Design of a 100% outside air split system air conditioning unit to precondition the outside air and to properly pressurize the fire station. Construction Cost: NA / Fee: $10,800 / 2023

- **City of Rockledge Fire Stations 35 and 37 Hardening and Renovation, Rockledge, Florida**
  Renovations and integration of hardening include upgrading to impact-resistant bay doors, bringing roofs up to current FBC, integrating new 125kW generators for backup power during outages, reconfiguring spaces, and incorporating new HVAC, lighting, plumbing, and fire protection systems. Renovations meet impact requirements of the FBC, 165 mph for a category IV facility. Construction Cost: $1.7 million / Fee: $114,350 / 2023

- **Haines City Public Safety Complex and EOC, Clermont, Florida**
  New two-story public safety complex with police office space and City Emergency Operations Center. Construction Cost: NA / Fee: $64,700 / 25,800 sf / 2025

- **Lake County Fire Station 85, Montverde, Florida**
  The new fire station is based on the prototype design of Fire Station 71 with upgrades to the current FBC and adapted to the site for utilities, wind speeds and exposure, and geotechnical conditions. Construction Cost: $2.2 million / Fee: $59,000 / 8,000 sf / 2025

- **Orange City Public Works, Orange City, Florida**
  New one story building includes an enclosed truck bay area with 3 pull-through bays and a new gasoline and diesel fueling depot suitable for fueling four vehicles and a separate storage building. Construction Cost: NA / Fee: $12,200 / 2025

IMMOKALEE, AVE MARIA, AND BABCOCK RANCH FIRE STATIONS

GMA Architects and Planners, Babcock Property Holdings, LLC — Collier County, Charlotte County, FL

ORIGINAL CONTRACT
$12,000 - Immokalee
N/A - Ave Maria
$20,000 - Babcock Ranch

FINAL COST
$12,000 - Immokalee
N/A - Ave Maria
$20,000 - Babcock Ranch

REFERENCES
Immokalee Fire Station #30 - Ramon Acevedo, GMA Architects and Planners, 239-275-7123, racevedo@gmaarchitect.com

Ave Maria Fire Station #32 - Ramon Acevedo, GMA Architects and Planners, 239-275-7123, racevedo@gmaarchitect.com

Babcock Ranch Fire EMS Station Bill Moore, Babcock Property Holdings, LLC/Kitson & Partners, 239-449-5920, bmoore@kitsonpartners.com

PROJECT DESCRIPTION

Immokalee FIre Station #30 - Immokalee, Collier County, FL

RVi collaborated with Atwell Engineering and GMA Architects to provide regulatory landscape services, construction documents, and construction services for Fire Control Station #30. The landscape was designed to be functional, low maintenance, and low water usage. RVi provided construction services that included field adjustments, alternate plant selections and Collier County code certification.

Ave Maria Fire Station #32 - Ave Maria, Collier County, FL

RVi collaborated with Atwell Engineering and GMA Architects to provide regulatory landscape services, construction documents, and construction services for Fire Control Station #32. The primarily native and low maintenance landscape was designed to match the existing character of Ave Maria. RVi provided construction services that included field adjustments, alternate plant selections and Collier County code certification.

Babcock Ranch Fire EMS Station, Sheriff Station, and Bloom Building - Babcock Ranch, Charlotte County, FL

RVi collaborated with Kimley Horn civil engineers to provide schematic design, design development, construction documents, bidding, and construction observation services for the Babcock Ranch Fire and EMS Station, Sheriff Station and Bloom Building. The design had to meet the strict Babcock Ranch design criteria for native and low water use landscape while providing functional use and aesthetic consistency with the existing Babcock Ranch community.

LIST OF CURRENT OR RECENTLY COMPLETED SIMILAR PROJECTS

GREATER ORLANDO REGION

- City of Orlando – on-call Planning CSA
- City of St. Cloud – on-call Planning & Landscape Architecture CSA
- Osceola County – on-call Signage & Wayfinding Design CSA
- City of Cocoa – on-call Planning & Staff Augmentation CSA
- Seminole County – on-call Planning CSA
- City of Belle Isle – Comprehensive Plan Update Contract (multi-year)
- City of Maitland – on-call Planning & Landscape Architecture CSAs
- City of Deltona – on-call Planning & Staff Augmentation CSA
- City of Tavares – Golden Triangle Regional Park East Campus & YMCA Design Contract (multi-year)

TAMPA REGION

- City of Tampa - on-call Planning & Landscape Architecture CSA

SARASOTA REGION

- City of North Port – on-call Planning & Landscape Architecture CSA

BONITA SPRINGS & FORT MEYERS REGION

- City of Bonita Springs – on-call General Park Design CSA, on-call Misc. Landscape Architecture Roadway Design CSA, on-call Eminent Domain Staff Augmentation Contract
- Collier County – on-call Landscape Architecture CSA
- Hendry County - on-call Planning CSA
- City of LaBelle - on-call Planning & Staff Augmentation CSA
- City of Fort Myers - on-call Planning CSA, on-call Landscape Architecture CSA
- Lee County – on-call Misc. Planning CSA, County Attorney Support Services Contract
- City of Naples - on-call Landscape Architecture CSA
- Village of Estero – on-call Planning & Landscape Architecture CSA

Andreyev Engineering, Inc.

SANFORD OFFICE
4055 St. John's Parkway
Sanford, Florida 32771
407-330-7763
Fax: 407-330-7765

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

SIMILAR WORK PROJECTS

July 2024

Project Name: Groveland Fire Station, Obrien Road

Location: Groveland, Lake County, FL

Description: Geotechnical Investigation and evaluation to assess the shallow soil and groundwater conditions. Provided recommendations for site preparation, foundation design, pavement section design and evaluation of the stormwater retention system.

December 2023

Project Name: Fire Station Building Area

Location: Fruitland Park, Lake County, FL

Description: Geotechnical Investigation to assess the shallow soil and groundwater conditions. Provided recommendations for general development, site preparation and foundation design.

May 2023

Project Name: Clermont Fire Station #2

Location: Clermont, Lake County, FL

Description: Geotechnical Investigation and evaluation to assess the shallow soil and groundwater conditions. Provided recommendations for site preparation, foundation design and pavement section design.

ocoee
florida

EXHIBIT "A"
RFQ #25-004 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

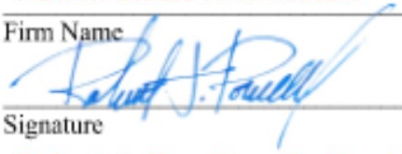
Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Powell Studio Architecture
Firm Name


Signature

Robert Jeffrey Powell - President / Architect
Name and Title (Print or Type)

February 19th, 2025
Date

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Lake)

Robert Jeffrey Powell, being first duly swore deposes and says:

1. He (it) is the Owner
(Owner, Partner, Office, Representative or Agent)
of Powell Studio Architecture, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: Robert Jeffrey Powell

Title: President / Architect

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2025, by Robert Jeffrey Powell in the state of Florida County of Lake.

Emilee Powell
Notary Public
My Commission Expires: Oct 16, 2028

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-004

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE. RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

Powell Studio Architecture
COMPANY NAME

(352) 874 - 2340
TELEPHONE (INCLUDE AREA CODE)
(877) 680 - 7183
FAX (INCLUDE AREA CODE)
Jeff@powellstudioarch.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

Robert Jeffrey Powell - President / Architect
NAME/TITLE (PLEASE PRINT)

713 W. Montrose Street
STREET ADDRESS
Clermont, Florida 34711
CITY STATE ZIP

FEDERAL ID # 27-4809929

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 19th day of February, 2025.

Personally Known X or
Produced Identification_____

_____
(Type of Identification)

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

Notary Public - State of Florida
County of Lake

Emilee Powell
Signature of Notary Public

Emilee Michelle Powell
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: Powell Studio Architecture

Signed: _____

By: Robert Jeffrey Powell (Print or Type Name)

Title: President / Architect

Date: February 19th, 2025

EXHIBIT "E"
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by Powell Studio Architecture by Robert Jeffrey Powell - President / Architect.
(Print individual's Name & Title)

whose business address is 713 W. Montrose St. Clermont, FL 34711

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

X Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

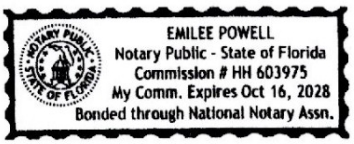
Date: February 19th, 2025

Robert Jeffrey Powell
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2025, by Robert Jeffrey Powell in the state of Florida County of Lake.



Notary Public Emilee Powell

My Commission Expires: Oct 16, 2028

END OF SECTION

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date February 19th , 2025.

By: Robert Jeffrey Powell

President / Architect
(Title)

Official Address (including Zip Code):

713 W. Montrose Street

Clermont, Florida 34711

EXHIBIT "G"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and
215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent: Powell Studio Architecture

By: _____
(Authorized Signature)

Printed Name and Title: Robert Jeffrey Powell - President / Architect

Date: Feburary 19th, 2025

EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Robert Jeffrey Powell
Print Title: President / Architect
Company Name: Powell Studio Architecture

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2025, by Robert Jeffrey Powell, as President / Architect of Powell Studio Architecture, who is ☒ personally known to me or ☐ produced _____ as identification.

_____
Public Notary Signature
Print Notary Name: Emilee Michelle Powell
My Commission Expires: Oct 16, 2028

(Seal)

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

EXHIBIT "I"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of Powell Studio Architecture (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____
Printed Name: Robert Jeffrey Powell
Title: President / Architect

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged X by physical means / ☐ by electronic means before me this 19th day of February 2025, by Robert Jeffrey Powell, who X is personally known to me / ☐ presented _____ as identification and who X did / ☐ did not take an oath.

Notary Public, Commission Seal: _____
Print Name: Emilee Michelle Powell

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

EXHIBIT "J"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Powell Studio Architecture [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Powell Studio Architecture [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

Print Name: Robert Jeffrey Powell

Date: February 19th, 2025

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this February 19th, 2025 (date) by Robert Jeffrey Powell (name of officer or agent, title of officer or agent) of Powell Studio Architecture (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

Emilee Michelle Powell
Name typed, printed or stamped

My Commission Expires: Oct 16th, 2028

K. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. **Please state if none.** (Attach additional sheets, if necessary)

Powell Studio Architecture has not been involved in any litigation, claims, or contract disputes in the past five years related to our services. We have a strong track record of successful project completion and client collaboration.

M. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes _____ No X

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

Powell Studio Architecture has no exceptions to the scope of services or contract terms outlined in this proposal. We fully agree to the terms and are committed to delivering the services as specified.

(Attach additional sheets if necessary)

N. SUBCONSULTANTS:

THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.
SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

NOTED

(Attach additional sheets if necessary)

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

100 YEARS
OCOEE
1925-2025

February 20, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

This addendum shall modify and become a part of the original RFQ Documents for RFQ #25-004. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided on Page 22 of the RFQ. Failure to do so may subject the Respondent to disqualification.
The RFQ date remains the same.

Answers to questions received and/or amendments to the RFQ documents are as follows:

Q1. Will the plans include to have Vehicle Exhaust Removal (Direct Source Capture) or Air Purification systems in the apparatus bays?

A1. The City has no plans yet; the design will be negotiated with the selected firm for Architectural design of the new Fire Station. The City would expect the design of the new Fire Station will incorporate all necessary systems required to maintain the air quality in the apparatus bays.

Olena Stokych
Olena Stokych
Purchasing Analyst
Cc: Evaluation Committee

L. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No.	ONE (1)	Dated	Feburary 20, 2025
No.	N/A	Dated	
No.	N/A	Dated	
No.	N/A	Dated	
No.	N/A	Dated	

EXHIBIT "N"
PROPOSED DRAFT OF AGREEMENT
FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
(RFQ#25-004)

THIS AGREEMENT made and entered into this 26th day of February, 2025 by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and Powell Studio Architecture, hereinafter referred to as "CONSULTANT".

WHEREAS, CITY needs professional architectural services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY'S RFQ #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects and its exhibits, a complete copy of which is attached hereto as **Exhibit "A"** and by this reference made a part here of (the RFQ"); and

WHEREAS, CITY desires to employ CONSULTANT in connection with the professional architectural services required, upon the terms and conditions hereinafter set forth, and CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package and executed federal requirement forms attached hereto as **Exhibit "B"** and by this reference made a part here of (the "Proposal"); and

WHEREAS, CITY shall have the option to use CONSULTANT'S professional architectural services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, CITY has selected CONSULTANT in accordance applicable law and the rules and ordinances of CITY, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to CONSULTANT pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:

BY: _____

Print Name: Paul Roberts

Title: Director of Operations

CONSULTANT:

BY: _____

Print Name: Robert Jeffery Powell

Title: President / Architect

STATE OF Florida }

COUNTY OF Lake }

PERSONALLY APPEARED before me, the undersigned authority, Robert Jeffery Powell, [X] well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the President of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 19th day of February, 2025

EMILEE POWELL
Notary Public - State of Florida
Commission # HH 603975
My Comm. Expires Oct 16, 2028
Bonded through National Notary Assn.

Emilee Powell
NOTARY PUBLIC

Print Name: Emilee Michelle Powell

My Commission Expires: Oct. 16, 2028

POWELL STUDIO
ARCHITECTURE

EXHIBIT "K"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] Powell Studio Architecture certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] Powell Studio Architecture, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Robert J. Powell

Signature of Contractor's Authorized Official

Robert Jeffrey Powell - President / Architect

Name and Title of Contractor's Authorized

November 19th, 2025

Official Date

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 20, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

This addendum shall modify and become a part of the original RFQ Documents for RFQ #25-004. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided on Page 22 of the RFQ. Failure to do so may subject the Respondent to disqualification.
The RFQ date remains the same.

Answers to questions received and/or amendments to the RFQ documents are as follows:

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A1. The City has no plans yet; the design will be negotiated with the selected firm for Architectural design of the new Fire Station. The City would expect the design of the new Fire Station will incorporate all necessary systems required to maintain the air quality in the apparatus bays.

Olena Stokych
Olena Stokych
Purchasing Analyst
Cc: Evaluation Committee

CITY OF OCOEE

REQUEST FOR QUALIFICATIONS
(RFQ) #25-004

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

ocoee

florida

January 2025

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CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

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**** Submit with proposal***

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Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFQ #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects.** Qualification Packages will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 p.m., local time, on February 26, 2025**. Qualification Packages received after that time or through any other method will not be accepted under any circumstances. Qualification Packages that have been timely received through Bonfire will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFQ shall be in writing posted on Bonfire or to Olena Stokych, Purchasing Analyst, Finance Department/Purchasing, ostokych@ocoee.org. No Pre-Submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a statement of qualifications at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, January 27, 2025.

CITY OF OCOEE
REQUEST FOR QUALIFICATIONS "RFQ" #25-004
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in compliance with the Consultants' Competitive Negotiations Act (CCNA), § 287.055, Florida Statutes, the Federal Procurement Standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable, and the policies and procedures of the City of Ocoee (City), is soliciting statements of qualifications from licensed professional architectural firms (Respondent, Firm, Bidder, Proposer) that are interested in providing general professional architectural services for various planning, design, and development review projects. Additionally, the City intends to issue a Task Order for Architectural Design of a new Fire Station. Projects may also include those funded through federal grants such as FEMA, FHWA, etc.

   In accordance with CCNA, as amended from time to time, the estimated construction cost of each individual project does not exceed $7.5 million, for each individual study does not exceed $500,000. Architectural services related to any project not specifically listed in this Scope of Services, and that does not fall within the CCNA procurement thresholds, will be separately solicited in compliance with the CCNA.

   Respondents must be experienced in providing architectural services for projects of a scope and nature comparable to those described under Section C (Scope of Services). Use of qualified sub-consultants for specialty work is acceptable. To be considered, the Respondent shall be a licensed professional in accordance with Florida State law and be familiar with all applicable Federal, State of Florida, Orange County and City of Ocoee codes, regulations and laws. **Please include a copy of all applicable licenses held by firms or subconsultants proposed to perform work**.

2. The City intends to award continuing contracts to up to three (3) firms, if possible, deemed to be the most highly qualified to perform the required services, however the top ranked Respondent of these professional architectural firms, will be initially chosen to undertake the Fire Station Architectural Design Project listed in the Scope of Services (Task Order 1). In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFQ. In addition to identifying the best firms for the work, the City desires to create an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firm for a given task. Firms selected by the City will provide architectural services to the City on an as-needed basis, which will be assigned using task orders/service authorizations issued by the City under the continuing contracts. The contracts shall automatically be renewed annually, unless terminated by the City in writing, for five (5) years from the date of execution, and one (1) optional two-year renewal, unless otherwise terminated by either party, in writing, given 30 days' notice.

3. Prospective Respondents may secure a free copy of the documents required for submitting a statement of qualifications through the Bonfire platform by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information visit https://www.ocoee.org/323/Purchasing. Prospective Respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use Bonfire. Partial sets of documents required for submitting a statement of qualifications will not be issued.

4. The City **ONLY** accepts electronic solicitation responses online through the City's Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the ***Current Open Solicitations*** menu. All submissions for this RFQ **MUST** be submitted electronically through the Bonfire Platform, submissions received in any other format will not be accepted; paper, fax, or e-mailed submissions will NOT be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled. **There is no charge to use the Bonfire e-Procurement submission platform**.

   Registration with Bonfire is free and is required prior to submitting a Response. You will be required to register once you click the "PREPARE YOUR SUBMISSION" in the solicitation file. It is suggested your company register no later than 24 hours in advance of the submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

   Upon completing the registration with Bonfire, Respondents will be able to submit a bid securely, any time before the submission deadline, at https://ocoee.bonfirehub.com by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once Respondent's bid has been submitted, Respondent will receive a date/time stamp confirmation within the Bonfire platform and an email from Bonfire confirming the submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the submission deadline. Respondents are encouraged to allow ample time to upload and submit their qualification package as the system will automatically lock responses upon the submission deadline. A virtual public bid opening will be held on the date and time indicated in this RFQ. Details on how to access the virtual bid opening will be posted on Bonfire once available and will also be posted on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

5. The City will receive questions regarding this RFQ only through written inquiries directed to Olena Stokych, Purchasing Analyst through the RFQ project file on the Bonfire Platform or by email at ostokych@ocoee.org. The deadline for receipt of questions is **February 19, 2025, at 12:00 p.m., local time.** Questions received after that time may not be answered. Any clarifications/changes will be made by way of written addenda only, issued by the Purchasing Analyst and posted on Bonfire.

6. Prospective Respondents should not contact City staff, with the exception of the Purchasing Analyst, or other City consultants for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its Agents during the RFQ, award, and protest period may be grounds for Respondent disqualification.

7. Respondents shall submit one (1) complete electronic copy of their qualification package on the Bonfire Platform. Qualification packages must be received by Bonfire no later **than 2:00 p.m., local time, on February 26, 2025**. Any attempt to submit a bid after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualification package **uploaded and submitted** on the Bonfire Platform prior to the due date and time.

   File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph

8. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.

9. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.

10. **FEDERAL GRANTS:** All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract.

In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act § 287.055, Florida Statutes, shall apply, where applicable.

Buy America

The "Buy America" provisions in 23 U.S.C. 313 and FHWA implementing regulations (23 CFR Part 635.410) apply to all ER funded projects. These requirements prohibit the obligation of funds for a project unless all permanently incorporated steel and iron used in such projects are produced in the United States. This restriction applies to all contracts eligible for assistance under title 23, including the ER program, for a project within the scope of the NEPA review. Under certain circumstances a State may request, and FHWA may grant, a waiver from these requirements if the Secretary funds that the application of Buy America would be inconsistent with the public interest or that the required steel or iron products are not produced in the United States in sufficient quantities of a satisfactory quality. [23 U.S.C. 313(b) and 23 CFR 635.410(c)].

DHS Seal, Logo and Flags

The contractor shall not use the Department of homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Media Interaction

The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Public Works Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Public Works Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project

11. **CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. See § 287.133 (2) (a), Florida Statutes.

12. **FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request of proposal become the property of the City of Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

13. **PUBLIC RECORDS COMPLIANCE:** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccdl@ocoee.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

14. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

15. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Respondent and persons employed or utilized by the Respondent in the performance of this contract.

    Further, the Respondent shall fully indemnify, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

16. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**
    a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
    b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
    c) Respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Respondent agrees to immediately notify the City in writing. **Respondent must submit the attached form with proposal.**

d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.

e) Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, the Respondent will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Respondent. The proposal constitutes a firm and binding offer by the Respondent to perform the services as stated. **Respondent must submit the attached form with proposal.**

17. **DRUG-FREE WORKPLACE:** Provide a statement concerning the Respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Respondent must submit the attached form with proposal.**

18. **PUBLIC ENTITY CRIME STATEMENT:**

a) All invitation to bid, as defined by Section 287.012 (16), Florida Statutes, requests for proposals, as defined by Section 287.012 (23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of Section 287.133 (2)(a), Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

b) All Respondents that submit a Proposal or a Bid to the City of Ocoee guarantee they have read the above statement and by signing the submitted documents are qualified to do so under Section 287.133 (2)(a), Florida Statutes.
Respondent must submit the attached form with proposal.

19. **CERTIFICATION OF NON-SEGREGATED FACILITIES:**

a) Respondent certifies that it does not and will not maintain or provide any segregated facilities for the Respondent's employees at any of the Respondent's establishments, and that Respondent does not permit Respondent's employees to perform their services at any location under the Respondent's control where segregated facilities are maintained. Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms, other storage and dressing areas, parking lots, or drinking facilities provided for employees that are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. Respondent agrees that (except where Respondent has obtained identical certification from proposed contractors for specific time periods) Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause, and that Respondent will retain such certifications in Respondent's files.

b) The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.
Respondent must submit the attached form with proposal.

20. **SCRUTINIZED COMPANIES:**
Respondent certifies that the company is not participating in a boycott of Israel. Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. **Respondent must submit the attached form with proposal.**

21. The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group

of items of any proposal, unless the Respondent qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent which, in the City's sole discretion, is the most responsive and responsible Respondent The City reserves the right, as an aid in determining which proposal is responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals.

22. **HUMAN TRAFFICKING.**
Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Submit attached affidavit with proposal.**

23. **FOREIGN COUNTRIES OF CONCERN.**
Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Submit attached affidavit with proposal.**

24. **E-VERIFY REGISTRATION AND USE.**
By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 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 alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. **Completed the attached Contractor E-Verify Affidavit and submit with qualification package.**

B. INSURANCE TERMS AND CONDITIONS

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance (Design Errors and Omissions in the amount of $1,000,000) in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer in accordance with Ch. 440 of the Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment

of such deductible shall be the sole responsibility of the Consultant and/or subconsultant providing such insurance.

2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

4. Automobile Bodily Injury Liability & Property Damage Liability
    - $1,000,000 Combined single limit per occurrence (each person, each accident)
    - All covered automobile will be covered via symbol 1
    - Liability coverage will include hired & non-owned automobile liability
    - Include Waiver of Subrogation in favor of The City of Ocoee

5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
    - $2,000,000 GENERAL AGGREGATE
    - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
    - $1,000,000 PER OCCURRENCE
    - $1,000,000 PERSONAL & ADVERTISING INJURY
    - Include Waiver of Subrogation in favor of the City of Ocoee

6. Professional Liability Insurance
    - Design Errors and Omissions in the amount of $1,000,000

7. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.

8. Owner's Protective Liability Insurance: As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

9. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
    - $1,000,000 PER OCCURRENCE
    - $2,000,000 AGGREGATE

    Commercial Umbrella:
    - $1,000,000 PER OCCURRENCE
    - $2,000,000 Aggregate
    - Including Employer's Liability and Contractual Liability

    Builders Risk: (Not Applicable for Planning/Landscape Architectural Services).
    - $100,000 Any (1) Location
    - $1,000,000 Any (1) Occurrence

10. Certificates of Insurance: Certificate of Insurance Form (see sample, below), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Analyst. This certificate shall be dated and show:
    - The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
    - Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

(Remainder of page intentionally left blank.)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
FRAZE-1

DATE (MM/DD/YYYY)
11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor's Name
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AM Best Rating A- or Better	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
X	X	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY					
		X ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY					
X	X	OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$ 1,000,000
						AGGREGATE	$ 2,000,000
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 198

SAMPLE

C. SCOPE OF SERVICES

Respondents must be experienced in providing architectural services for projects of a scope and nature comparable to those described below. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm or individual shall be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, Orange County and City of Ocoee codes, regulations and laws.

The scope of work to be performed through task orders/service authorizations issued under the continuing contracts may consist of, but will not necessarily be limited to: planning, inspection, and assessment; conceptual design; construction plan preparation and bidding documents; and construction management for public projects by the City.

Typical assignments may include, but would not be limited to, the following:

- Planning and design of new public buildings.
- Planning and design of public building expansions.
- Evaluation, reuse, and remodeling of existing public buildings.
- Design of new accessory structures.
- Site planning.
- Review of proposed construction by third parties, such as to confirm compliance with city design standards and form-based zoning transects.
- Evaluation of the potential for re-use of facilities being considered for acquisition by the city.
- Review of price proposals submitted by construction contractors for city work through a traditional bidding process, design/build solicitations, or as construction manager at risk.
- Construction administration of projects designed by other firms.
- Review of shop drawings submitted by contractors working for the city.
- Production of field design documents.
- Other related services as be assigned from time to time.

Task Order 1. Architectural Design of a new Fire Station located at 2121 N. Lakewood Avenue, Ocoee, Florida 34761 (Northwest Ocoee area). The Fire Station should be a minimum of 7,500 square feet with 3-Bays.

D. SUBMITTALS

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City. To facilitate the review of the responses, Respondents should follow the described proposal format.

Qualification packages should be limited to a total of **fifty (50) 8.5"x 11" pages** (excluding required forms), single-sided, portrait orientation, 12-point font if possible, and submitted through the Bonfire e-Procurement platform the introduction and instruction of this RFQ. The

person signing the proposal on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package. All expenses for providing qualification packages to the City shall be borne by the respondent. **Failure to adhere to the stated page limit or provide the required content may subject your proposal to disqualification.**

In order to simplify the review process and obtain the maximum degree of comparison, Respondents should provide the following content when responding to this RFQ:

Section I. Firm's Qualifications

- Cover Letter
- Table of Contents
- List the location of all offices (firm and subconsultants) involved with this contract.
- List of firm's current or recently completed similar projects within the past three (3) years with other public or private agencies. Include original contract price, final cost, and reason for overages if applicable.
- Demonstration of ability to deliver project on time and within budget.
- List of all firm's key employees, directly involved to this project, their qualifications, and their role in providing the desired City services and each employees years of total related experience and years with your firm.
- Firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc. (Include a copy of all applicable licenses.)
- List firm's sub-consultants assigned to this project, their qualifications, and their role in this project.
- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Experience of a project approach for the design of a Fire Station.
- Current and projected workload of the firm.

Section II. Required Forms (not included in page limit)

- Summary of Litigation, p. 21
- Acknowledgment of Addenda, p. 22
- Exceptions, p. 22
- Subconsultants, p. 22
- References/Experience of Respondent, p. 22 - 23
- Conflict of Interest Disclosure Form, p. 24
- Non-Collusion Affidavit, p. 25
- Company Information/Signature Sheet, p. 26
- All required forms listed on the Table of Contents to be submitted with proposal.
- Certified small or minority business, women's business enterprise, or labor surplus area firm. Include certifications for Responding firm only. Partial points will not be awarded for M/WBE sub-consultants.

E. EVALUATION CRITERIA:

The criteria for making an award recommendation are as follows:

Evaluation Criteria	Maximum Points
1. Past Performance & Experience of the Firm and Project Team • Past Performance and Experience of the Firm with similar projects, including Fire Stations or similar Buildings • Past Performance and Experience of the Project Team • Overall Experience • References	**50**
2. Ability to Meet Time and Budget Requirements; Project Approach and Understanding of the Project • Current & Projected Workload of the Firm • Past ability to deliver a project on time & budget • Firm's understanding of the services requested and how the Firm would accomplish the work. • Project approach for the Design of a Fire Station or similar Buildings	**40**
3. Certified small or minority business, women's business enterprise, or labor surplus area firm. • Include certifications for Responding firm only; partial points will not be awarded for subconsultants.	**10**
Total Possible Points	**100**

Information supplied by client references may be used in determining the relative merits of a Respondent under any and all of the above-listed criteria.

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require oral presentations by, no fewer than three (3) firms, if possible. The City shall be the sole judge of the competency of Respondents.

2. A City evaluation committee will evaluate each respondent's qualifications and after interviews and/or oral presentations will short-list and recommend to the City Commission the top three (3) firms, if possible, in ranked order of qualifications based upon the evaluation committee's evaluation of the responses and any client references.

All Respondents shall be notified via Bonfire or other means of the evaluation committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and all responses

3. The City will apply the negotiation requirements of Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.

4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequent executed by both parties.

G. TASK ORDERS/SERVICE AUTHORIZATIONS

Firm(s) selected by the City will provide architectural services to the City on an as needed basis, based upon task orders/service authorization to be issued by the City under the continuing contract. It shall be the requesting City Department's responsibility to verify funding source, amounts, and balances. It shall be the architectural firm's responsibility to include those references on each invoice submitted for the work. No work shall commence until the verification of the issuance of the purchase order or other authorization document. Respondent shall not be on the excluded Vendor list on SAM.gov. If a task order utilizes federal funds, Contractor will be required to register on SAM.gov.

Invoicing for completed work or progress billing shall be submitted to the requesting City Department for processing and submission for payment by the Finance Department with a copy to:

Accounts Payable
Finance Department
City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761

H. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Analyst at ostokych@ocoee.org AND to the Procurement Manager at jtolbert@ocoee.org in the following manner:

a) A Bidder **shall** file a written proposal protest under this Article or be barred any relief; oral protests shall not be acknowledged.
b) A Bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the project manual, its addenda, and other Bid documents; and/or

(b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.

c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.

d) The bid protest **shall** be filed with the Purchasing Analyst not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.

e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

I. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
23 days later	Last day for questions
30 days later	Statements of qualification are due
35 days later	Qualification statements distributed to evaluation committee
50 days later	Evaluation committee meeting held
Next meeting	Short-list of ranked firms recommended to City Commission

Dates are estimated and subject to change at the City's discretion.

J. SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

As noted in the Scope of Services Section, some of the projects for which architectural services may be provided under this solicitation may involve federal funds. As a result, this entire solicitation is governed by the requirements of 2 CFR 200.317 through 2 CFR 200.327. See Exhibits L and M.

K. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. **Please state if none.** (Attach additional sheets, if necessary)

_____

_____

_____

_____

_____

(Attach additional sheets if necessary)

L. ACKNOWLEDGEMENT OF ADDENDA:

Respondent acknowledges receipt of the following addenda:

No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____
No._____ Dated _____

M. EXCEPTIONS:

Does Respondent have any Exceptions to the Scope of Services or terms of the Contract Documents? Yes _____ No _____

List any exceptions you have to this scope of services or contract terms. (**Note: exceptions will not be considered after award.**) The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____
_____
_____
_____
_____
_____
(Attach additional sheets if necessary)

N. SUBCONSULTANTS:
THE SUCCESSFUL RESPONDENT SHALL NOT EMPLOY SUBCONSULTANTS WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE CITY.
SUBCONSULTANTS and/or TEMPORARY WORKER AGENCY NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

_____
_____
_____
_____
_____
(Attach additional sheets if necessary)

O. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK:
Respondent shall provide a minimum of three (3) separate references of current or previous contracts with a similar scope of services to the requested services of this RFQ, within the past three (3) years, preferably with a governmental agency. Respondent must demonstrate

the ability to perform services of similar complexity, nature, and size. For each previous contract. Respondent must provide a description of the scope, its location, contract dates, and a contact person willing and able to discuss the Respondent's performance for that contract. Letters of References may also be provided. Only contracts for which the Respondent was the prime contractor will be considered to be relevant. Attach additional sheets if necessary.

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Name of Project: _____
Project Details: _____
_____
Start date: _____ Completion date: _____
Contract amount: _____
Awarding Agency: _____
Agency's Point of Contact: Name and Title: _____
Phone number: _____
Email address: _____

Does Respondent have any similar work in progress at this time? Yes___ No ___

Bank or other financial references**:**

_____
_____
_____
(Attach additional sheets if necessary)

END OF INSTRUCTIONS

EXHIBIT "A"
RFQ #25-004 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

EXHIBIT "B"
NON-COLLUSION AFFIDAVIT

STATE OF_____)

COUNTY OF_____)

_____, being first duly swore deposes and says:

1. He (it) is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ in the state of _____ County of _____.

_____
Notary Public
My Commission Expires: _____

EXHIBIT "C"
COMPANY INFORMATION/SIGNATURE SHEET RFQ #25-004

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE. RESPONDENT FURTHER AGREES TO COMPLY WITH ALL FEDERAL REQUIREMENTS IN THE PERFORMANCE OF THIS CONTRACT.

_____
COMPANY NAME

_____
TELEPHONE (INCLUDE AREA CODE)

_____
FAX (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____
AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

_____
NAME/TITLE (PLEASE PRINT)

_____
STREET ADDRESS

_____
CITY STATE ZIP

_____

_____

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____

_____
(Type of Identification)

Notary Public - State of _____
County of _____

_____
Signature of Notary Public

_____
Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT "D"
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder:_____

Signed:_____

By: _____ (Print or Type Name)

Title: _____

Date:_____

EXHIBIT "E"
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to City of Ocoee, Florida by_____by

_____.
(Print individual's Name & Title)

whose business address is _____

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement I have marked below is true in relation to the entity submitting this sworn statement. (please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH _____ _____. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: _____

_____
Name of Bidder (Contractor)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 , by _____ in the state of _____ County of _____.

Notary Public _____

My Commission Expires: _____

END OF SECTION

EXHIBIT "F"
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Governing Law: The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date_____ , 20___.

_____

By:

_____

_____
(Title)

Official Address (including Zip Code):

_____

_____

EXHIBIT "G"
CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

The Respondent certifies that the company is not participating in a boycott of Israel. The Respondent certifies that the Respondent is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and
215.473 of the Florida Statutes. In the event that the Respondent is unable to provide such certification but still seeks to be considered for award of this solicitation, the Respondent shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Respondent agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. The City shall have the right to terminate any contract resulting from this solicitation for default if the Respondent is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____
(Authorized Signature)

Printed Name and Title:_____

Date:_____

EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: _____
Print Title: _____
Company Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Public Notary Signature
(Seal)
Print Notary Name:_____
My Commission Expires: _____

EXHIBIT "I"
COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

In accordance with Florida Statute 287.138 and for purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

The undersigned, on behalf of the entity listed below hereby attests under penalty of perjury as follows:

3. I am an officer or representative of _____ (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
4. Entity is not owned by the government of a foreign country of concern.
5. No government of a foreign country of concern has a controlling interest in Entity.
6. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
7. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
8. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Authorized Signature: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged □ by physical means / □ by electronic means before me this _____ day of _____ 20__, by _____, who □ is personally known to me / □ presented _____ as identification and who □ did / □ did not take an oath.

Notary Public, Commission Seal: _____

Print Name: _____

EXHIBIT "J"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**

_____

Print Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "K"
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company]_____certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company]_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized

_____
Official Date

EXHIBIT "L"
2 C.F.R. APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier

above that it will not and has not 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. Each tier must also 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.

(J) § 200.323. Procurement of recovered materials - 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 CFR part 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.

(K) § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses,

institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

(L) § 200.322. Domestic preferences for procurements –
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

END OF SECTION

EXHIBIT "M"

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in

accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part

60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without

regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The

employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide

fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)
a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor

or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(2) A contracting agency for its reprocurement costs;
(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(4) A contractor's assignee(s);
(5) A contractor's successor(s); or
(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)
a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and

may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes

constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor

or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are

defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR
180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the

eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities

pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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EXHIBIT "N"
PROPOSED DRAFT OF AGREEMENT
FOR CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, INCLUDING FEDERAL GRANT FUNDED PROJECTS
(RFQ#25-004)

THIS AGREEMENT made and entered into this _____ day of _____, 202 , by and between the **CITY OF OCOEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONSULTANT".

WHEREAS, CITY needs professional architectural services to be performed on a continuing and periodic basis as the need for such services may arise, per the CITY'S RFQ #25-004 Continuing Professional Architectural Services, Including Federal Grant Funded Projects and its exhibits, a complete copy of which is attached hereto as **Exhibit "A"** and by this reference made a part here of (the RFQ"); and

WHEREAS, CITY desires to employ CONSULTANT in connection with the professional architectural services required, upon the terms and conditions hereinafter set forth, and CONSULTANT is desirous of performing such services upon said terms and conditions, per CONSULTANT'S qualification package and executed federal requirement forms attached hereto as **Exhibit "B"** and by this reference made a part here of (the "Proposal"); and

WHEREAS, CITY shall have the option to use CONSULTANT'S professional architectural services ("Services"), as further described below, for City projects (hereinafter referred to as "Project" or "Projects"); and

WHEREAS, CITY has selected CONSULTANT in accordance applicable law and the rules and ordinances of CITY, and this Contract shall constitute a continuing contract to perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for CITY professional architectural services for the CITY as fully defined in Exhibit "A". Projects may also include those funded through federal grants such as FEMA, FHWA, or other federal agencies. The scope of work to be performed through Task Orders/Service Authorizations issued under the continuing contract may consist of, but will not necessarily be limited to: planning, inspection and assessment, conceptual design, construction plans preparation, and construction management for public projects by the CITY; evaluation, reuse, and remodeling of existing public buildings; planning and design of public building expansions; planning and design of new public buildings; design of new accessory structures; site planning; review of proposed construction by third parties, such as to confirm compliance with CITY design standards and form-based zoning transects; evaluation of the potential for re-use of facilities being considered for acquisition by the CITY; review of price proposals submitted by construction contractors for CITY work through a traditional bidding process, design/build solicitations, or as construction manager at risk; construction administration of projects designed by other firms; review of shop drawings submitted by contractors working for the CITY; production of field design documents; and other projects requiring professional architectural services as requested by the CITY.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole

discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services, as CITY shall request in writing (which request may be made by CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract: The term of this Agreement shall be for an initial one (1) year, beginning on _____, with four (4) separate automatic renewals, each of one (1) year duration, for a total of five (5) years. Each one-year term shall automatically renew for the next succeeding one-year term with the condition that CITY'S obligation to pay under this Agreement for each year is contingent upon CITY, in its good faith judgment, having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the beginning date written above or until terminated in accordance with this Agreement. CITY shall have the option of extending the term an additional two (2) years. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. CITY shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A

Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation, (4) the items to be provided to CITY, and (5) the services, information and data that can be provided by CITY to CONSULTANT.

3. CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. CITY shall have the sole discretion to select the Project(s), if any, that may be given to CONSULTANT.

4. CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of professional architectural services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. Method of Payment: For services rendered by CONSULTANT under a Services Authorization, CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly

or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061. Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. CITY'S objection to the PAYMENT amount shall be accompanied by CITY'S remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to CITY, and relating to all SERVICES and related costs and expenditures to CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of

this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT) prepared for CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification: CONSULTANT shall indemnify, and hold harmless CITY, its representatives, its employees, and elected and appointed officials, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance: CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, CONSULTANT'S operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT'S Operations), whether CONSULTANT'S Operations are by CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to CONSULTANT'S obligation under this Agreement.

3. CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to CITY at the following minimum limits and coverage's with deductible amounts acceptable to CITY.

CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by CITY, nor shall CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a rating deemed acceptable to CITY. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Loss Deductible Clause: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.

b) Workers' Compensation Insurance: CONSULTANT shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all Consultant's employees connected with the work of this project and, in the event any work is sublet, Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.

c) Consultant's Public Liability and Property Damage Insurance: Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by Consultant or by anyone directly or indirectly employed by Consultant, and the amounts of such insurance shall be the minimum limits as follows:

d) Automobile Bodily Injury Liability & Property Damage Liability
   - $1,000,000 Combined single limit per occurrence (each person, each accident)

- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

e) Comprehensive General Liability (Occurrence Form) - This policy shall name the City of Ocoee as an additional insured and indicate the insurance of Consultant is primary and non-contributory.
   - $2,000,000 GENERAL AGGREGATE
   - $2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
   - $1,000,000 PER OCCURRENCE
   - $1,000,000 PERSONAL & ADVERTISING INJURY
   - Include Waiver of Subrogation in favor of the City of Ocoee

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in Consultant's policy, as specified above.

g) Owner's Protective Liability Insurance: (Not applicable for Design Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: $1,000,000, and per occurrence, $2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.

h) Contractual Liability: If the project is not bonded, consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

i) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

j) Professional Liability Insurance: $1,000,000 (Design Errors and Omission)

k) Certificates of Insurance: CONSULTANT shall provide CITY with a Certificate of Insurance Form naming the City of Ocoee as an additional insured, which is to be will be furnished by CONSULTANT upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Analyst. This certificate shall be dated and show:

- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

4. City as Additional Insured: CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that CONSULTANT'S, or CONSULTANT'S Subconsultants, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies: CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from CITY, deliver copies to CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause: This Agreement may be terminated by either party by delivering a thirty (30) day written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONSULTANT will

exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause: In addition to any other termination provisions that may be provided in this Agreement, CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by CONSULTANT of written demand by CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the CONSULTANT in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within fifteen (15) calendar days after receipt by CITY of written demand from CONSULTANT.

3. Upon termination of this Agreement for Cause by CITY, CITY may pay CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by CITY as a result of the default(s) of CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination: In the event of termination of this Agreement (or any Services Authorization) by CITY, prior to CONSULTANT'S satisfactory completion of all the Services described or alluded to herein, CONSULTANT shall promptly

furnish CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to CITY by CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of CITY, and CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

CITY has the right to suspend CONSULTANT'S Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if CITY suspends CONSULTANT'S Services pursuant to any Services Authorization, CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

_____
_____
_____
Attention: _____

2. All notices required to be given to CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to CITY at:

CITY OF OCOEE
1 North Bluford Avenue
Ocoee, FL 34761
Attention: Finance Department/Purchasing

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

CONSULTANT represents and warrants unto CITY that no officer, employee, or agent of CITY has any interest, either directly or indirectly, in the business of CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF

SERVICES BY CONSULTANT OR BY CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of CITY. CITY may reuse the WRITTEN WORK at no additional cost, and CITY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that CONSULTANT shall not be liable to CITY for CITY'S additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by CITY for the different project and CONSULTANT utilizes the WRITTEN WORK.

2. CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at CITY'S sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings,

construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES described herein, and not previously furnished to CITY by CONSULTANT pursuant to this AGREEMENT. The DOCUMENTS shall be the sole property of CITY, and CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subcontractors and Subconsultants agree in writing to be bound by the provisions of this Paragraph.

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract: This Agreement is non-exclusive, and may be terminated at CITY'S convenience with the proper notice having been given to CONSULTANT as provided in this Agreement. The rights granted herein to CONSULTANT are non-exclusive, and CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional services as CITY may desire.

2. Discrimination: CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In

the event of a breach of any of the nondiscrimination covenants described in this Subsection, CITY shall have the right to terminate this Agreement, with cause, as described above.

3. Compliance with Law: CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto. CONSULTANT shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "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 alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

4. Licenses: CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for CONSULTANT to render its Services required under this Agreement. CONSULTANT shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

5. Compliance with New Regulations: To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for CITY or CONSULTANT to qualify for local, state, or federal funding CITY may use to pay for the Services to the rendered by CONSULTANT, then CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If CONSULTANT is unable to comply

with such applicable local, state, or federal laws and regulations, then CITY shall have the right, by written notice to CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties: CONSULTANT hereby grants a non-exclusive and fully paid license to CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

7. Consultant Not Agent of City: CONSULTANT is not authorized to act as CITY'S agent hereunder and shall have no authority, expressed or implied, to act for or bind CITY hereunder, either in CONSULTANT's relations with Subconsultants, or in any other manner whatsoever except as otherwise stated in a Services Authorization.

8. Subconsultants: CONSULTANT shall have the right, conditioned upon CITY'S prior consent (which shall not be unreasonably withheld), to employ other firms, consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that CONSULTANT shall, 1) advise CITY as to what particular Services the Subconsultants shall perform; and 2) advise CITY as to what percentage of the total project services each Subconsultant shall be employed to do. CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences between them. CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from CITY (which may be made by CITY in its sole discretion). By accepting a Subconsultant, CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment: CITY shall have no obligation to reimburse CONSULTANT for services rendered which may be in addition to outside of the

Scope of any particular Services Authorization, unless and until CITY has given written approval of such reimbursement.

10. Subconsultant Contracts: CONSULTANT shall provide a copy of all relevant provisions of this Agreement to all Subconsultants hired by it, or for which it may have management responsibilities as described in a Services Authorization and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Agreement terms and provisions. CONSULTANT shall also furnish CITY, upon demand, with a copy of all CONSULTANT-Subconsultant contracts.

11. Assignment and Delegation: CITY and CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of CITY. CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without CITY'S consent, then CITY may terminate this Agreement. CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books: CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of CITY, CONSULTANT shall prepare an audit (for the most recent fiscal year) for CITY, which shall include

CONSULTANT'S paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by CITY to CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, CONSULTANT'S chief financial officer or its certified public accountant.

13. Overcharge: If it is established by the audit, or by any other means, that CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to CITY, then CONSULTANT shall refund the amount of any Overcharge, together with interest at the rate of one percent (1%) per month and CITY'S reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations: CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees: CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement: This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall constitute the entire Agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth therein.

17. Amendment: This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed by the parties.

18. Validity: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

19. Headings: The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

20. Timeliness: CITY and CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

21. Public Entity Crime: Any Person or affiliate, as defined in § 287.133, Florida Statutes, shall not be allowed to contract with CITY, nor be allowed to enter into a subcontract for work on this AGREEMENT, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this AGREEMENT was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this AGREEMENT was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction

of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any AGREEMENT with CITY obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to CITY.

22. Force Majeure: The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

23. Remedies and Costs: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

24. Dispute Resolution and Exclusive Venue: As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then CITY shall select the mediator who, if selected solely by CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation

conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement of any Services Authorization issued hereunder.

26. PUBLIC RECORDS COMPLIANCE. The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3105, ccdl@ocoee.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

27. E-VERIFY REGISTRATION AND USE. By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 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 alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
B. Subcontractors
   (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
   (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

28. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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SECTION XII

FEDERAL REQUIREMENTS

1. All procurements by Federal Grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 – 327. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317 – 327.

2. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this contract. In the event of a conflict between the City's Purchasing Policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

3. Proper documentation as required by FEMA, FHWA, or other federal agency is required, per the attached federal requirements and corresponding federal forms.

4. In the event that the natural disaster impacts another local government jurisdiction, the terms and conditions of this Agreement may apply to work in the affected jurisdiction, with the concurrence of both parties.

5. The "Buy America" provisions in 23 U.S.C. 313 and FHWA implementing regulations (23 CFR Part 635.410) apply to all ER funded projects. These requirements prohibit the obligation of funds for a project unless all permanently incorporated steel and iron used in such projects are produced in the United States. This restriction applies to all contracts eligible for assistance under title 23, including the ER program, for a project within the scope of the NEPA review. Under certain circumstances a State may request, and FHWA may grant, a waiver from these requirements if the Secretary funds that the application of Buy America would be inconsistent with the public interest or that the required steel or iron products are not produced in the United States in sufficient quantities of a satisfactory quality. [23 U.S.C. 313(b) and 23 CFR 635.410(c)].

6. Media Interaction - The contractor, including all sub-contractors, will not provide any information to the media without the expressed written permission of the City's Utilities Director. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the City's Utilities Director. The Contractor will ensure this guidance is disseminated to all employees and sub-contractors on the project

7. DHS Seal, Logo and Flags - The contractor shall not use the Department of homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

8. Contractor shall comply with the Energy Policy and Conservation Act (42 U.S.C. section 6201). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

9. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) § 200.323. Procurement of recovered materials - 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 CFR part 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.

(K) § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered

communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

(L) § 200.322. Domestic preferences for procurements –
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

10. FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify

sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.
The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may

be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(2) A contracting agency for its reprocurement costs;
(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
(4) A contractor's assignee(s);
(5) A contractor's successor(s); or
(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)
a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.
(5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
(6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31U.S.C. 3729.
(7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
(2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
(3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) § 5.12(a).
c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages
a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor,

regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency.

Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR
180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

(Remainder of this page left blank intentionally. Signature page to follow.)

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

ATTEST:

_____

Name:_____

ACCEPTED:

By:_____

Name:_____

Title:_____

(SEAL)

ATTEST:

_____

Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

By:_____

Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY this ____ day of _____ 202 .

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____, 202____ UNDER AGENDA ITEM NO. ____.

TRUTH-IN-NEGOTIATION CERTIFICATE

CONSULTANT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to CONSULTANT pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:	CONSULTANT:
BY:_____	BY:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

STATE OF _____ }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority, _____, [ ] well known to me or [ ] who has produced his/her _____ as identification, and known by me to be the _____ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 20__.

_____
NOTARY PUBLIC

_____
Print Name:_____
My Commission Expires:_____

EXHIBIT A

TEXT OF RFQ #25-004 WITH RFQ TERMS & EXHIBITS

INCLUDING FEDERAL REQUIREMENTS

(To be added at time of execution)

EXHIBIT B

CONSULTANT'S QUALIFICATION PACKAGE RESPONSE TO RFQ #25-004

INCLUDING SIGNED REQUIREMENT FORMS

(To be added at time of execution)

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 5

Contact Name: Carolina Vaca
Contact Number: Ext. 1027

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval to Execute Agreements for Installation of Second Centennial Mural. (Redevelopment Program Manager Vaca)

Background Summary:

On November 19, 2024, staff presented to the City Commission two mural design options for the Centennial Celebration. The City Commission approved one design for installation and requested that staff explore an alternative location to install the other mural design by Shea Monahan Art & Design LLC. Staff subsequently worked on identifying potential locations and ultimately found the north elevation of the building at 2 South Bluford to be suitable for its visibility and ease of access from the public right-of-way. Staff then worked with the artist, Shea Monahan, to modify the design to work around elements on this building that did not exist on the prior building (three windows, two doors, light fixtures, etc.). The property owner is agreeable to the installation of the mural.

At the last City Commission meeting, this item was pulled from consideration due to the property having code violations. Staff is working with the property owner and the tenant to bring the building into compliance. The property owner has instructed the tenant to comply with all City requirements. The window signage and wall decals are to be removed by Monday, March 31st. The agreement with the property owner now includes a clause requiring that the property remain compliant with City codes and that the northern exposure of the building, including the windows, be free of signs or other items as long as the mural remains on the building (agreement attached).

Tonight, staff is bringing back to the City Commission a mockup of the mural design on the 2 South Bluford building and is seeking authorization to execute agreements with the artist and property owner for its installation.

Issue:

Should the Honorable Mayor and City Commissioners authorize the execution of the agreements with the property owner of 2 South Bluford and artist Shea Monahan for the installation of the mural design?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners authorize the execution of the agreements with the property owner of 2 South Bluford and artist Shea Monahan for the installation of the mural design.

Attachments:

1. Mural Design Mockup
2. Centennial Mural Artist Agreement
3. Centennial Mural Art Easement Agreement

Financial Impacts:
The cost for the installation of this mural is $28,330, which is $1,670 *less* than the price presented to the Commission at the November 19, 2024, meeting. This cost is also less than the cost to install the first mural on 114 W. McKey Street, which was $29,500. This price includes the installation, materials/supplies, and licensing. There are no fees from the property owner for the installation of the mural. This project is funded by funds allocated for the Centennial Celebration in GL 116-574-00-5202.

Type of Item: Consent

RAILROAD CROSSING
JULIUS "JULY" PERRY
MEMORIAL HIGHWAY
DESIGNATED BY:
2020 LEGISLATURE OF FLORIDA
SWEET AS SUGAR

AGREEMENT FOR PROFESSIONAL SERVICES: MURAL DESIGN, INSTALLATION, AND MAINTENANCE

THIS AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined) by and between the **CITY OF OCOEE**, a Florida municipal corporation (the "City"), having an address at 1 N. Bluford Ave. Ocoee, FL 34761, and **SHEA MONAHAN ART & DESIGN LLC,** a Florida limited liability company ("the "Artist"), whose principal address is 56 W. Harding Street Unit C Orlando, FL 32806. City and Artist may hereinafter be collectively referred to as "Parties"

RECITALS:

WHEREAS, as part of Ocoee's Centennial Celebration, the City desires to install a mural that showcases the rich history, diversity, and vibrancy of the community; and

WHEREAS, the City issued a Call to Artists seeking artists to create a unique and original design for the mural and later install the mural on a private property in the downtown area (the "Project"); and

WHEREAS, the Artist's design as depicted in Exhibit "A" (the "Artwork") was selected, by the City Commission at a public meeting, to be installed on an exterior wall located at 2 S. Bluford Avenue, Ocoee, FL 34761 (the "Location"); and

WHEREAS, the City and Artist desire to execute an agreement establishing the rights and responsibilities with respect to the Project and the Artwork, including installation, maintenance, and ownership.

NOW, THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and form a material part of this Agreement and are incorporated herein by this reference.

2. **Artist's Representations, Warranties, and Responsibilities.**

   a. Artist shall install the Artwork in the exact manner, or as close to the proposal, approved by the City Commission and depicted in Exhibit "A".
   b. Artist shall complete the installation of the Artwork on or before May 9, 2025.
   c. Artwork shall be installed by Artist at the Location as generally depicted in Exhibit "B".
   d. Artist shall furnish all services and labor necessary and as may be required in the performance of this Agreement. Artist shall be responsible for providing all materials and supplies necessary to complete the installation of the Artwork and cleanup of the Project area.
   e. Artist represents and warrants that all work performed pursuant to this Agreement, including but not limited to the Artwork, is the sole work of the Artist, is an original creation, and does not infringe upon or violate any copyrights or other rights of any person, firm, or organization. Artist acknowledges and agrees to defend, indemnify and hold harmless the City against any claims alleging that the Artwork infringes on the intellectual property rights of any third parties.
   f. Artist warranties the Project against all defects in workmanship and materials for a period not to exceed two (2) years from the date of Project completion ("Warranty Period") and

shall repair or replace defective materials and workmanship at Artist's sole cost during the Warranty Period. To be valid, any warranty claim(s) submitted by the City must be made in writing during the Warranty Period.

g. All work performed under this Agreement shall be done in a professional manner. Artist shall faithfully perform the services required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the Project described in this Agreement.

h. The Project shall be produced to the City's sole satisfaction. The display of the Artwork shall be subject to the sole discretion of the City.

3. **Term of Agreement.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and shall end two (2) years from the Project completion.

4. **Termination.** The City shall have the right to terminate this Agreement, for any reason, upon seven (7) days written notice to Artist. If the Artist fails to install the Artwork that is specified in this Agreement, fails to complete installation of the Artwork within the time period required by this Agreement, or otherwise breaches this Agreement, City may terminate this Agreement immediately upon written notice. Artist shall only have the right to terminate this Agreement for special circumstances that prevent Artist from continuing to provide the work under this Agreement. In the event of termination by City, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder. In the event of termination by Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all work products prepared and submitted or prepared for submission under this Agreement, and all rights, title, and interest thereto, including those described in Section 8 of this Agreement, shall, at City's option, become City's property, and the right to fabricate and/or install the Artwork shall pass to City. If Artist terminates the Agreement, Artist shall return to the City any funds received by Artist from the City within ten (10) days of the date of termination. If this Agreement is terminated for any reason, Artist shall remove all of Artist's property from all City facilities and Project site within seven (7) days of written notice of termination.

5. **Compensation.**

a. The City shall pay Artist a total amount not to exceed $28,330. This shall be the only payment made to Artist under this Agreement; there shall be no additional payments to Artist by the City in regard to the Agreement or for costs incurred by Artist. Payments made to Artist by the City are subject to authorization by the City Commission, conformance with any Project rules or procedures established by the City, and subject to an approved W-9 Vendor Registration being submitted by Artist to the City.

b. Payment to Artist by the City shall be made as follows: a) 50% of the approved amount within thirty (30) days following the execution of this Agreement, authorization by the City Commission, and the approval of the submitted W-9 Vendor Registration information; and b) the remaining 50% of the approved amount within thirty (30) days of the City accepting and issuing a Notice of Completion for the Project.

6. **Subcontracting or Assignment.** The parties agree that Artist's expertise and experience are material considerations for this Agreement. Therefore, Artist shall not subcontract or assign any of Artist's

obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

7. **Maintenance**. Artist will be granted a first right to perform maintenance of the mural for a period of five (5) years. Whether maintenance is needed and when maintenance is needed will be determined by the City. Maintenance fees, if maintenance is required, will be determined by the City with input by the Artist.

8. **Ownership of the Artwork, Waiver and Acknowledgement.**

a. Upon City's final acceptance of the Project, City shall own all rights in the Artwork. Artist hereby waives (1) all proprietary rights to, and ownership of the Artwork; (2) all claims that may arise under the Visual Artists Rights Act of 1990, 17 U.S.C., Sections 106A and 113(d) (also known as "VARA") and any other local, state, federal or international laws that convey rights of the same nature as pursuant to 17 U.S.C. 106A; and (3) all rights to replicate, distribute, or reproduce the Artwork. Artist acknowledges the City is entitled to exhibit, publicize, broadcast, advertise, and otherwise use the likeness of the Artwork, in any non-commercial, non-profit manner the City sees fit.

b. Artist may photographically reproduce the image of the Artwork, and all preliminary studies and sketches thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies and sketches shall not be identified as or represented to be the finished Artwork.

c. City may photographically reproduce the image of the Artwork, and all preliminary studies and sketches thereof, that have been delivered to and accepted, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies and sketches shall not be identified as or represented to be the finished Artwork.

d. This provision shall survive the termination or expiration of this Agreement.

9. **Insurance**.

a. Prior to commencing any work, and until City's final acceptance of the Project, Artist shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by City.

b. If at any time prior to City's final acceptance of the project, Artist or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Artist shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Artist of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by

City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

10. **Indemnification**. Artist shall indemnify and hold the City harmless, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, arising out of the any work activities performed under this Agreement, or constituting a breach of any term of this Agreement.

11. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

12. **Exhibits**. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

13. **Notice.** Any notice consent, authorization, or other communication required to be provided by either party hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by e-mail if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, properly addressed as follows:

Artist: Shea Monahan
Shea Monahan Art & Design LLC
56 W. Harding Street, Unit C
Orlando, FL 32806
Email: sheaomonahan@gmail.com

City: City Manager
City of Ocoee
1 North Bluford Ave.
Ocoee, FL 34761
Email: craig.shadrix@ocoee.org

Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*SIGNATURES TO FOLLOW*]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2025.

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

APPROVED BY THE CITY COMMISSION OF THE CITY OF OCOEE AT A MEETING HELD ON _____, UNDER AGENDA ITEM NO. _____.

ARTIST:

SHEA MONAHAN ART & DESIGN LLC, a Florida limited liability company

_____

By: _____

Title: _____

Date: _____

EXHIBIT “A"
MURAL CONCEPT/DESIGN

EXHIBIT "B"
BUILDING/LOCATION INFORMATION

Address: 2 S. Bluford Avenue Ocoee, FL 34761

Mural Location: North-facing building wall

Wall Dimensions: Approximately 50.5' x 17'

EXHIBIT "C"

INSURANCE REQUIREMENTS

Artist shall not commence any work in connection with this Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Artist allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

a) Loss Deductible Clause: City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Artist and/ or subcontractor providing such insurance.

b) Workers' Compensation Insurance: Unless otherwise exempt, Artist shall obtain Worker's Compensation Insurance with Employer's Liability Limits of $500,000/$500,000/$500,000 for all the Artist's employees connected with the work of this Project. In the event any work is sublet, the Artist shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Artist. Such insurance shall comply fully with the Florida Workers' Compensation Law. If exempt, Artist shall provide valid *Certificate of Election to be Exempt from Florida's Workers' Compensation Law.*

- Include Waiver of Subrogation in favor of the City of Ocoee

c) General Liability and Property Damage Insurance:

1) Automobile Bodily Injury Liability & Property Damage Liability - Artist shall obtain Commercial Automobile Coverage. This policy shall name the City of Ocoee as an additional insured and shall protect the Artist and City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement, whether such operations be by the Artist or by anyone directly or indirectly employed by the Artist. The amounts of such insurance shall be the minimum limits as follows:

- $1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobiles will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of The City of Ocoee

2) Comprehensive General Liability - Artist shall obtain General Liability Coverage. This policy shall name the City of Ocoee as an additional insured with respect to Premises Liability and Products/Completed Operations. The amounts of such insurance shall be the minimum limits as follows:

- $2,000,000 General Aggregate
- $1,000,000 Per Occurrence
- $2,000,000 Products/Completed Operations
- $1,000,000 Personal/Advertising Injury
- Include Waiver of Subrogation in favor of the City of Ocoee

d) Certificates of Insurance: Certificate of Insurance Form, naming the City of Ocoee as an additional insured, shall be furnished by Artist prior to commencing any work.

ART EASEMENT AGREEMENT

THIS ART EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined) by and between the **CITY OF OCOEE**, a Florida municipal corporation (the "City"), having an address at 1 N. Bluford Ave. Ocoee, FL 34761, and **S & T MOON LLC,** a Florida Limited Liability Company (the "Grantor"), whose principal address is 12750 West Colonial Dr. Winter Garden, FL 34787. City and Grantor may hereinafter be collectively referred to as "Parties"

RECITALS:

WHEREAS, as part of Ocoee's Centennial Celebration, the City desires to install an outdoor mural that showcases the rich history, diversity, and vibrancy of the community; and

WHEREAS, the Grantor owns the property described in Exhibit "A" (the "Property") and is willing to make the Property available to the City for the placement of a mural ("the Mural") by Shea Monahan Art & Design LLC (the "Artist") as generally depicted in Exhibit "B";

NOW, THEREFORE, in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties hereto do hereby agree as follows:

1. **Grant of Easement**. Grantor conveys, grants, and warrants to the City, its successors and assigns, an Easement (the "Easement") for the purpose of installing, exhibiting, and maintaining the Mural on the Property. Following completion of the Mural, as described in Exhibit "B", the Mural shall be the property of the City.

2. **Term**. This Agreement, and the Easement granted hereunder, shall be for a period of three (3) years from the date when it has been executed by both parties (the "Effective Date") unless extended by mutual agreement of the Parties.

3. **Termination**.

   a. Termination by Grantor. This Agreement, and the Easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days' written notice to City and City's written consent to terminate, upon Grantor's showing of any of the following:

      i. That the Property is to be sold and the buyer requires removal of this Easement as a condition of the purchase and sale; or

      ii. That the Property is to be refinanced and the lender requires removal of this Easement as a condition of the refinancing; or

      iii. That the Property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural; or

      iv. That Grantor's circumstances have materially changed and the continued existence of this Easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

   City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the Easement, unless this period is extended in writing by the City.

b. Termination by City. This Agreement, and the Easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the Easement or maintenance of the Mural is no longer desired or if City is unable to maintain the Mural due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the Easement, unless this period is extended in writing by Grantor.

c. Expiration of Term. Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

4. **Maintenance and Repair of Mural.** During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

5. **Right of Entry.** City and Artist shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement.

6. **Compliance with City Codes and Façade Treatment**. During the term of this Agreement, Grantor agrees to comply with all applicable City codes. Furthermore, Grantor agrees not to place anything on the exterior of the Property that will impact the display of the Mural, including but not limited to signs, decals, artwork, clocks, lighting, etc. The Grantor agrees to include this clause in any lease or sales agreement and ensure that all tenants comply with same for the entire term of this Agreement.

7. **Binding Effect**. The Easement granted in this Agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives, successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

8. **Contractual Relationships and Assignment**. This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this Agreement without the prior written consent of the other.

9. **Notices**. Any notice consent, authorization, or other communication required to be provided by either party hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by e-mail if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, properly addressed as follows:

Grantor: Trang Truong
S & T MOON LLC
12750 West Colonial Drive
Winter Garden, FL 34787
Email: VTran6@aol.com

City: City Manager
City of Ocoee
1 North Bluford Ave.
Ocoee, FL 34761
Email: craig.shadrix@ocoee.org

10. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

11. **Amendments**. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

12. **Exhibits**. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

13. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[*SIGNATURES TO FOLLOW*]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

Date: _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2025.

FISHBACK DOMINICK, LLP

By: _____
Richard S. Geller, City Attorney

APPROVED BY THE CITY COMMISSION OF THE CITY OF OCOEE AT A MEETING HELD ON _____, UNDER AGENDA ITEM NO. _____.

GRANTOR:

S & T MOON LLC, a Florida Limited Liability Company

_____

By: _____

Title: _____

Date: _____

EXHIBIT “A"
PROPERTY DESCRIPTION

DOC # 20200395888
07/24/2020 12:03 PM Page 1 of 2
Rec Fee: $18.50
Deed Doc Tax: $4,200.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Prepared By and Return To:
Kathy Engwer
Treasure Title Insurance Agency, Inc.
12200 West Colonial Drive, Ste. 200B
Winter Garden, FL 34787

File No. 202000147

Property Appraiser's Parcel I.D. (folio) Number(s)
17-22-28-5504-03080 (Parc

WARRANTY DEED

THIS WARRANTY DEED made and executed July 22, 2020, by Church of Christ of Ocoee, Florida, Inc. a Florida Not for Profit Corporation, a corporation existing under the laws of Florida, and having its principal place of business at 2 E Magnolia Street, Ocoee, FL 34761 hereinafter called the grantor, to S&T Moon, LLC, a Florida Limited liability company whose post office address is 3243 Kentshire Blvd, Ocoee, FL 34761, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to the instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt, whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Orange County, Florida, to wit:

As shown on Exhibit A which is attached hereto and incorporated herein by reference.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to date: December 31, 2019.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Signature)

Kathy Engwer
(Print Name of Witness)

Cassandra Saunders
(Witness Signature)

Cassandra Saunders
(Print Name of Witness)

Church of Christ of Ocoee, Florida Inc., a Florida Not for Profit Corporation

BY: David A Hartbarger
David A Hartbarger, President

2 E Magnolia Street
(Address)

Ocoee, FL 34761
(Address)

WARRANTY DEED
(Continued)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 22 day of July, 2020 by David A Hart Harper, President of Church of Christ of Ocoee, Florida, Inc. a Florida Not for Profit Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Notary Seal]

Name:
Title/Rank:
Serial Number, if any:

KATHY ENGWER
MY COMMISSION # GG151614
EXPIRES: November 21, 2021

EXHIBIT A

Lots 9, 10, and a portion of Lot 8, Block C, Marion Park, according to the map or plat thereof, as recorded in Plat Book L, Page(s) 48, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 8, Block C, Marion Park, according to the map or plat thereof, as recorded in Plat Book L, Page(s) 48, of the Public Records of Orange County, Florida, said corner also being a point on the East Right-Of-Way line of South Bluford Street; Thence run North 00°00'00" East along said East Right-Of-Way line a distance of 8.79 feet to a point, said point being the Point of Beginning;

Thence continue along said East Right-Of-Way line run North 00°00'00" East, a distance of 51.21 feet to a point of curvature , concave Southeasterly, having a radius of 20.00 feet, together with a chord bearing of North 45°00'00" East, with a distance of 28.33 feet; thence along said curve run Northeasterly a distance of 31.47 feet, through a Central Angle of 90°10'01" to a Point of Tangency; said point being on the South Right-Of-Way line of McKey Street; thence along said South Right-Of-Way line run South 89°37'00" East, a distance of 65.00 feet to the Northeast corner of said Lot 10, Block C; thence departing said South Right-Of-Way line run South 00°00'00" West, a distance of 70.90 feet to a point; thence run North 89°52'10" West, a distance of 85.01 feet to a point, said point being the Point of Beginning.

EXHIBIT “B"

MURAL CONCEPT/DESIGN

Installation Address: 2 S. Bluford Avenue Ocoee, FL 34761

Mural Location: North-facing building wall

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 6

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Change Order No. 3 for ITB #24-002 W. Oakland Avenue Reconstruction. (Utilities Director Bolling)

Background Summary:

The approved W. Oakland Avenue Reconstruction Project includes improvements to the potable water and gravity sewer systems. During construction, it was determined that approximately 600 feet of the existing 2-inch water main needed to be replaced due to its poor condition. With this replacement, two additional water services were installed that will allow for the future connection of two vacant lots. Staff also determined that improvements to an existing sanitary sewer manhole on Bluford Ave are needed to address deficiencies in this manhole. Staff worked with the Contractor of the W. Oakland Avenue Reconstruction Project, J Malever Construction Company, to provide these modifications and provide the water service tie-ins, similar to the Floral Street Project. The City will realize long-term cost savings by making these changes now while the project is still under construction, as it allows the City to maintain the pricing of the current contract, avoids service disruptions, and avoids costs for any needed connections after the project is completed.

Change Order No. 3 allows the Contractor to provide the additional construction of water and sewer infrastructure at a cost of $48,820.00. Utility staff is asking to increase the project budget by $100,000.00 to provide for the cost of this change order and to provide contingency funds for future change orders that may be necessary due to the advanced age of the existing infrastructure and uncertainties within the project area.

Issue:

Should the Honorable Mayor and City Commissioners approve to increase the water and wastewater budget for ITB #24-002 W. Oakland Avenue Reconstruction by $100,000.00 and approve Change Order No. 3 in the amount of $48,820.00?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve to increase the water and wastewater budget for the W. Oakland Avenue Reconstruction Project by $100,000.00 and approve Change Order No. 3 in the amount of $48,820.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Change Order

Financial Impacts:
Increase to Job#18802 in the amount of $50,000.00 from Bond 417 (G/L#417-535-10-6302)
($30,450.00 for changes to the Bluford Avenue Manhole and $19,550.00 for Contingency Funds)

Increase to Job#18802 in the amount of $50,000.00 from Job#P000436 (G/L#408-533-10-6302)
($18,370.00 for changes to the water infrastructure and $31,630.00 for Contingency Funds)

Type of Item: Consent

CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

This Change Order Requires Action by the City Commission

ITB #24-002 W. Oakland Ave Reconstruction
CHANGE ORDER NO. 3

DATE: 3/25/2025 PURCHASE ORDER: 1429501

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE	$3,033,893.00
Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS	$3,138,077.10
Net Increase (Decrease) Resulting from this CHANGE ORDER	**$48,820.00**
The current CONTRACT PRICE including this CHANGE ORDER	**$3,186,897.10**
Original CONTRACT COMPLETION DATE:	10/05/2025
Current CONTRACT COMPLETION DATE adjusted by previous CHANGE ORDERS	10/05/2025
Net Increase Resulting from this CHANGE ORDER	**0 days**
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**10/05/2025**

CHANGES ORDERED:

I. REQUIRED CHANGES

1. This change order will cause a net increase to the contract total in the amount of $48,820.00.

2. Increase in Pay Items to complete project:

   No. 1 Remove Existing 2" Pipe by Five Hundred Eighty-Nine (589) Linear Feet in the total amount of Eight Thousand Eight Hundred Thirty-Five and 00/100 ($8,835.00) Dollars.
   No. 4 2" PE Water Main by Thirty One and One Half (31.5) Linear Feet in the total amount of One Thousand Five Hundred Seventy Five and 00/100 ($1,575.00) Dollars.
   No. 18 1" Water Service Connection by One (1) each in the total amount of One Thousand Four Hundred and 00/100 ($1,400.00) Dollars.

3. Added Pay Items to complete project:
   CO3.01 2" Water Service Connection by One (1) Each in the total amount of Two Thousand Eight Hundred Fifty and 00/100 ($2,850.00) Dollars.
   CO3.02 Water Service Tie-Ins by Fourteen (14) Each in the total amount of Three Thousand Seven Hundred Ten and 00/100 ($3,710.00) Dollars.
   CO3.03 Line Existing Sanitary Manhole and Install an Inside Drop by One (1) Lump Sum in the total amount of $30,450.00.

II. JUSTIFICATION

   No. 1 Due to unknown existing conditions of the 2" water main, the amount of 2" pipe to removed was larger than estimated.
   No. 4 Due to unknown existing conditions of the 2" water main, the amount of 2" pipe to installed was larger than estimated.
   No. 18 Due to the lot at 113 W. Oakland Ave being vacant, their water service was unaccounted for. The City added the installation of a 1" water service line for possible future home.
   CO3.01 Due to the lot at 120 W. Oakland Ave being vacant, their water service was unaccounted for. The City added the installation of a 2" water service for a proposed future development.
   CO3.02 Similar to the Floral Street Project, the City has agreed that the contractor will be doing the water service tie-ins.
   CO3.03 Manhole lining and installation of inside drop in the Bluford Ave manhole to overcome an issue in the sewer line invert.

III. NARRATIVE OF NEGOTIATIONS

The Contractor has agreed to do the additional work to remove old 2" water main, install new 2" PE water main, install an additional 2" water service, install an additional 1" water service, perform the water service tie-ins, and line and install the inside drop for the Bluford Ave manhole.

IV. PAYMENT

Utilities Department provided funding in the amount of $48,445.00 for the construction of sanitary sewer and $329,605.00 for the construction of water as part of this project. This funding only covers the cost of the Utility Infrastructure items bid in this project. Additional funding will be needed to cover the expenses of Change Order #3.

The funding request is for an additional $50,000.00 to Job #18802 from Bond 417 (G/L: 417-535-10-6302) for CO3.03 and additional unforeseen sewer expenses. Furthermore, the funding request is for an additional $50,000.00 to Job

#18802 from Job #P000436 (G/L: 408-533-10-6302) for No 1, No 4, No 18, CO3.01, CO3.02 and additional unforeseen water expenses. .These changes will not affect Public Works Infrastructure funding.

V. APPROVAL AND CHANGE AUTHORIZATION

The original project and funding allocation was established by issuance of a CITY purchase order, subject to the terms and conditions contained in the CITY's solicitation, Project Manual, Drawings, Specifications, and/or the CONTRACTOR's service and price proposal, which collectively form the terms of an agreement between the CITY and the CONTRACTOR for the performance of the Work. This proposed change to the agreement requires approval by the City Manager under the CITY's Purchasing Rules and Regulations and is consistent with any action by the City Commission to award the Work to the CONTRACTOR. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in contract price and time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the CITY for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the CITY arising from or relating to the matters or Work set forth or contemplated by this Change Order.

[Balance of this page was left blank intentionally]

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

J Malever Construction Company

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

Date: _____

Attest: _____
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, APPROVED AS TO FORM AND LEGALITY THIS_____DAY OF _____ , 20___

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 20___UNDER AGENDA ITEM NO._____.

By: _____
Richard S. Geller, City Attorney

ITB #24-002: W. Oakland Reconstruction Change Order 3					
Item No.	Item Description	Unit	Quantity	Unit Amount	Total Amount
No. 1	Remove Existing 2" Pipe	LF	589.00	$15.00	$8,835.00
No. 4	2" PE Water Main	LF	31.50	$50.00	$1,575.00
No. 18	1" Water Service Connection	EA	1.00	$1,400.00	$1,400.00
CO3.01	2" Water Service Connection	EA	1.00	$2,850.00	$2,850.00
CO3.02	Water Service Tie-Ins	EA	14.00	$265.00	$3,710.00
CO3.03	Line Existing Sanitary Manhole and Install an Inside Drop	LS	1.00	$30,450.00	$30,450.00
				Totals	$48,820.00

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 7

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Replace Electrical Panels at City of Ocoee Lift Stations 17, 31, 34, 35, 41 & 60. (Utilities Director Bolling)

Background Summary:
As part of the approved City of Ocoee Budget for Fiscal Year 2024-2025, the Wastewater Facilities Repair & Replacement (R&R) budget includes $180,000.00 to replace the electrical panels at Lift Stations 17, 31, 34, 35, 41 & 60. Process Control Services LLC, the approved Sole Source Vendor for SCADA systems and Lift Station Telemetry, provided a quote of $228,768.00. While this is higher than the budgeted amount, $91,000.00 is available from the previously completed lift station telemetry upgrade project and the unencumbered funds will be used to adequately fund this project.

Issue:
Should the Honorable Mayor and City Commissioners approve to replace the electrical panels at City of Ocoee lift stations 17, 31, 34, 35, 41 & 60 with Process Control Services LLC at a cost of $228,768.00?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the replacement of the electrical panels at City of Ocoee lift stations 17, 31, 34, 35, 41 & 60 with Process Control Services LLC a cost of $228,768.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order.

Attachments:
1. LS 17
2. LS 31
3. LS 34
4. LS 35
5. LS 41
6. LS 60

Financial Impacts:
None, project is adequately funded through Wastewater Facilities Repair & Replacement Job#RR032-25

Type of Item: Consent

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 17 panel

Customer: Trent Hopper

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

- **LS 17 Duplex Pump Control Panel 480 Vac 3 phase 20 HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 480 Vac 3 phase, Square D
  - Emergency breaker, 480 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 480 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 20 HP 480 Vac 3 phase Pump motors, Square D
  - (2) FVNR motor starter, size 2, sized for 20 HP 480 Vac 3 phase pump motors, Square D
  - Current switch
  - Control power transformer
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator

- Transformer, 24VAC
- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Battery back-up
- Terminal strip for RTU hook up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

PRICE, DELIVERY AND TERMS OF OFFERING

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

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

PRICE: $34,588.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

Wade Mathis

407-252-5033

Wademathis@gmail.com

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 31 panel

Customer: Trent Hopper

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

- **LS 31 Duplex Pump Control Panel 230 Vac 3 phase 5 HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 230 Vac 3 phase, Square D
  - Emergency breaker, 230 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 230 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 5 HP 230 Vac 3 phase Pump motors, Square D
  - (2) FVNR motor starter, size 1, sized for 5 HP 230 Vac 3 phase pump motors, Square D
  - Current switch
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator
  - Transformer, 24VAC

- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Battery back-up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

- **Field Parts**
  - (4) Floats
  - Vega level transmitter

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

PRICE, DELIVERY AND TERMS OF OFFERING

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

PRICE: $36,380.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

Wade Mathis

407-252-5033

Wademathis@gmail.com

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 34 panel

Customer: Trent Hopper

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

- **LS 34 Duplex Pump Control Panel 230 Vac 3 phase 20HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 230 Vac 3 phase, Square D
  - Emergency breaker, 230 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 230 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 20 HP 230 Vac 3 phase Pump motors, Square D
  - (2) FVNR motor starter, size 3, sized for 20 HP 230 Vac 3 phase pump motors, Square D
  - Current switch
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator
  - Transformer, 24VAC

- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Terminal strip for RTU wiring
- Battery back-up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced

for identification and clarification only and **does not imply the Section is offered in its entirety**.

PRICE: $41,343.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Wade Mathis

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

407-252-5033

Wademathis@gmail.com

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 35 panel

Customer: Trent Hopper

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

- **LS 35 Duplex Pump Control Panel 480 Vac 3 phase 47HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 480 Vac 3 phase, Square D
  - Emergency breaker, 480 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 480 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 47 HP 480 Vac 3 phase Pump motors, Square D
  - (2) FVNR starter, size 3 for 47 HP 480 Vac 3 phase pump motors, Square D
  - Control power transformer with fuses
  - Current switch
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator
  - Transformer, 24VAC

- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Terminal strip for RTU wiring
- Battery back-up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

PRICE, DELIVERY AND TERMS OF OFFERING

Prices submitted are for equipment/services specifically listed within this Scope of Supply which constitute our complete offering; Sections may be referenced

for identification and clarification only and **does not imply the Section is offered in its entirety**.

PRICE: $41,830.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Wade Mathis

Process Control Services LLC

1205 Pinewood Lane
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407.252.5033

407-252-5033

Wademathis@gmail.com

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 41 panel

Customer: Trent Hopper

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

- **LS 41 Duplex Pump Control Panel 480 Vac 3 phase 15 HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 480 Vac 3 phase, Square D
  - Emergency breaker, 480 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 480 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 15 HP 480 Vac 3 phase Pump motors, Square D
  - (2) FVNR motor starter, size 2, sized for 15 HP 480 Vac 3 phase pump motors, Square D
  - Current switch
  - Control power transformer
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator

- Transformer, 24VAC
- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Battery back-up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

- **Field Parts**
  - (4) Floats
  - Vega level transmitter

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

PRICE, DELIVERY AND TERMS OF OFFERING

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

PRICE: $36,999.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

Wade Mathis

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Wademathis@gmail.com

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

SCOPE OF SUPPLY

Date: 10/14/2024

Project: Lift station 60 panel

Customer: Trent Hopper

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

- **LS 60 Duplex Pump Control Panel 480 Vac 3 phase 20 HP**
  - Nema 3R 304 SS gasketted enclosure with inner door, back panel and 3 point latch
  - Main breaker, 480 Vac 3 phase, Square D
  - Emergency breaker, 480 Vac 3 phase, Square D
  - Generator receptacle with angle adapter
  - Surge arrestor 480 Vac
  - Incoming power phase monitor with fuses
  - (2) Circuit breaker sized for 20 HP 480 Vac 3 phase Pump motors, Square D
  - (2) FVNR motor starter, size 2, sized for 20 HP 480 Vac 3 phase pump motors, Square D
  - Current switch
  - Control power transformer
  - Surge arrestor 120 Vac
  - 120 Vac control circuit breakers
  - (2) 3 Position selector switches Hand-Off-Auto
  - (2) Pilot lights, Pump Run
  - (2) Pilot lights, Pump Seal Fail
  - (1) Pushbutton, Alarm Silence
  - (2) Run Time meters
  - (2) Seal Fail relays
  - (3) Pushbutton, Alarm Silence, Pump Reset
  - Float backup control, 24 Vac
  - Alternator

- Transformer, 24VAC
- GFI receptacle
- DC power supply
- MicroLogix 1400
- Analog input module
- Cell modem
- Battery back-up
- Vent drain
- Alarm horn
- Alarm light
- Misc. panel components, nameplates, wire duct, terminals, etc.
- UL listing

- **Field Parts**
  - (4) Floats
  - Vega level transmitter

PCS's price includes:

- Engineering
- Submittals, Operation & Maintenance Manuals
- 1-Year Warranty
- Factory Check Out
- Cell modem
- Level transmitter
- Software Programming
- Start-up and Training

PCS's price does not include:

- Field installation
- Taxes

PRICE, DELIVERY AND TERMS OF OFFERING

Process Control Services LLC

1205 Pinewood Lane
Ocoee FL, 34761
407.252.5033

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

PRICE: $37,628.00 **TAX if applicable**. FOB factory with freight allowed to jobsite, shipped via standard commercial carrier.

DELIVERY:14-16 weeks after complete and acceptable approval is received.

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

TERMS OF PAYMENT

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

- Net 30
- NO HOLDBACK (RETAINAGE) provision is offered or allowed

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

Process Control Services LLC

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Ocoee FL, 34761
407.252.5033

Wade Mathis

407-252-5033

Wademathis@gmail.com

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 8

Contact Name: Eileen Meruena
Contact Number: Ext. 1517

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: First Reading of Ordinance for FY 2025 Budget Amendment. (Chief Accountant Meruena)

Background Summary: On December 11, 2024, the City Commission approved the City's annual operating budget. After the budget was adopted, the City faced unexpected demands that have created a need for a budget amendment. These unexpected needs include new program opportunities, particularly within Parks & Leisure Services, as well as additional funding requirements for essential services such as the General Fund and Water/Wastewater Fund. Additionally, rising costs related to the City's health insurance program became evident, further necessitating the need for a budget amendment for the cumulative costs of the health insurance program across all funds.

The total adopted General Fund budget was $75,835,480. However, the General Fund requires an additional expense of $5,835,797 for the following:

- Employer Health Insurance contributions of $1,254,895 due to escalating claims.
- Transfer of appropriations in the amount of $4,500,000 as a loan between the General Fund to the Water / Wastewater Fund implementing the Seventh Amendment to the Lease Agreement for Forest Lake Golf Club.
- Police Operations require $80,902 for an unanticipated increase in the contractual services and legal expenses.

In relation to this requirement, the Finance Department has identified $529,611 that can be returned to the General Fund reserves out of the remaining funds from Capital Fund completed projects. This lowers the total Fund requirement from the General Fund Balance to $5,306,186.

The Recreation Program fund budget adopted was $141,554. The Recreation Program Fund requires the accounting of additional revenues and expenses since the City Commission approved the takeover of Ocoee Little League operations. Operational control began on February 8, 2025. The City received revenue from this program in addition to the $12,000 check issued by the Ocoee Little League Board as a revenue source.

- Ocoee Little League Baseball Revenue of $42,000.00.
- Ocoee Little League Baseball Expenses of $27,000.00.

The Water/Wastewater fund adopted a budget of $23,681,574. The Water/Wastewater fund requires an additional appropriation of $869,137 for:

- Lower Floridian aquifer well at Forest Lake Golf as back up to reclaim (Orange County Reclaim Issue) for $250,000.
- North Service Area Reclaimed Water feasibility study for back up to reclaim (Orange County Reclaim Issue) for $50,000.
- Supporting Consulting Services Reclaimed Water discussions with Apopka and Winter Garden for reclaim back up (Orange County Reclaim Issue) for $100,000.
- Legal Expenses for Seventh Amendment to the Lease Agreement for Forest Lake Golf Club for $250,000.
- Additional Consulting Services for various ongoing projects for $25,000.
- Employer Health Insurance contributions of $194,137 due to escalating claims.

Additionally, the Water/Wastewater fund will receive a supplemental appropriation of Loan from the General fund implementing the Seventh Amendment to the Lease Agreement for Forest Lake Golf Club in the amount of $4,500,000.

The Stormwater fund adopted a budget of $4,243,000. The Stormwater fund requires an additional appropriation of $43,323 for:

- Employer Health Insurance contributions due to escalating claims.

The Solid Waste fund adopted a budget of $4,371,185. The Solid Waste fund requires an additional appropriation of $11,092 for:

- Employer Health Insurance contributions due to escalating claims.

The Community Redevelopment Agency (CRA) adopted a budget of $10,064,744. The CRA fund requires an additional appropriation of $9,553 for:

- Employer Health Insurance contributions due to escalating claims.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed budget amendment as described and detailed in the attached schedule?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioner approve the proposed budget amendment as described and detailed in the attached schedule.

Attachments:

1. Ordinance for FY 2025 Budget Amendment

2. Mid-Year Amendment Schedule 2025

Financial Impacts:
The fund balances of the fund detailed in the attachment will be affected by this amendment.

Type of Item: First Reading

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF OCOEE, ORANGE COUNTY, FLORIDA, RELATING TO THE CITY BUDGET; AMENDING THE CITY BUDGET ADOPTED BY ORDINANCE 2024-28 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 BY PROVIDING FOR INCREASE OF APPROPRIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 Florida Statutes, and Section C-38 of Article VI of the Charter of the City of Ocoee.

SECTION 2. Intent and Purposes. The City of Ocoee budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 2024-28 is hereby amended as follows:

Increase of revenues totaling $42,000 in the Recreation Program Fund for the receipt of proceeds from the Youth Baseball League Registration and remaining fund balance transferred by the Little League Board.

Increase of appropriations totaling $27,000 in the Recreation Program Fund , an increase of $5,835,797 in the General Fund, an increase of $869,137 in the Water/Wastewater Fund, an increase of $43,323 in the Stormwater Fund, an increase of $11,092 in the Solid Waste Fund, and an increase of $9,553 in the CRA Fund as shown in detail, attached hereto and incorporated herein by reference are hereby confirmed, adopted and approved in all respects by the City Commission of the City of Ocoee.

SECTION 3. Appropriations. There are expressly appropriated out of anticipated revenues and monies necessary to meet the supplemental appropriations stipulated by and in said amended final budget.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this_____day of_____, 2025.

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ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

_____
Rusty Johnson, Mayor

ADVERTISED_____, 2025.
READ FIRST TIME_____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this_____day of_____, 2025.

FISHBACK DOMINICK

By:_____
Rick Geller, City Attorney

FY 2025 Budget Amendment Schedule

Recreation Program Fund		
Youth Baseball League Revenue	$	(42,000.00)
Youth Baseball League Costs	$	27,000.00
Total Impact on Recreation Program Fund	**$**	**(15,000.00)**
General Fund		
Police Dept American Traffic Solutions - 4.5% CPI increase per contract	$	18,170.00
Police Dept Code Enforcement Abatement - increase in contractor prices	$	2,500.00
Police Dept Legal Expenses - to cover the negative balance and future fees	$	60,232.00
Employer Health Insurance Contributions	$	1,254,895.04
Loan to Water/Wastewater Fund - Forest Lake Golf Club (Lease termination)	$	4,500,000.00
Total Impact on General Fund	**$**	**5,835,797.04**
Completed Jobs from Prior Years		(529,611.00)
From Fund Balance	**$**	**5,306,186.04**
Water/Wastewater Fund		
Loan from General Fund - Forest Lake Golf Club (Lease termination)	$	(4,500,000.00)
Lower Floridan aquifer well at golf course design - back up to reclaim	$	250,000.00
North Service Area Reclaimed Water Feasibility Study	$	50,000.00
Supporting Consulting Services Reclaimed Water Discussions with Apopka and Winter Garden	$	100,000.00
Legal Expenses for Forest Lake Golf Club	$	250,000.00
Additional Consulting Services	$	25,000.00
Employer Health Insurance Contributions	$	194,137.03
Total Impact on Water/Wastewater Fund	**$**	**(3,630,862.97)**
Stormwater Fund		
Employer Health Insurance Contributions	**$**	**43,323.09**
Solid Wase Fund		
Employer Health Insurance Contributions	**$**	**11,092.19**
CRA		
Employer Health Insurance Contributions	**$**	**9,552.65**

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 9

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Club, LLLP and Authorization to Release a Request for Proposal for a Permanent Operator. (City Attorney Ardaman)

Background Summary:

On February 4, 2025, the Ocoee City Commission voted 4-1 to approve City staff and the City Attorney's office to participate in pre-suit mediation to resolve the alleged defaults by Forest Lake Golf Club. Mediation was held on February 26, 2025, and resulted in a mediated settlement agreement which was partially formalized in writing on February 26, 2025, in a document titled Mediation Settlement Terms, and which was ultimately formalized as the attached Seventh Amendment to Ground Lease Agreement, subject to the City Commission approval.

The City Attorney will explain the terms of the Seventh Amendment to Ground Lease Agreement and explain the process by which the current tenant will assist the City with the transition to an interim management entity. The current tenant will continue to run all operations until it departs at the close of business on April 30, 2025. The interim management entity will assume all operations beginning on May 1, 2025. A separate agenda item seeks authority for the City staff to issue a Request for Proposals to identify a new permanent tenant. The permanent tenant will take over all operations on no later than November 3, 2025.

Issue:

Should the Honorable Mayor and City Commissioners approve the Seventh Amendment to the Ground Lease Agreement and authorize the release of a Request for Proposal (RFP) for a permanent golf operator?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the Seventh Amendment to the Ground Lease Agreement and authorize the release of a Request for Proposal (RFP) for a permanent golf operator.

Attachments:

1. Seventh Amendment to Ground Lease Agreement_

Financial Impacts:

The financial terms of the agreement will be funded by allocations in the mid-year budget amendment.

Type of Item: Regular

SEVENTH AMENDMENT TO GROUND LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO GROUND LEASE AGREEMENT ("**Seventh Amendment**") is entered to this ___ day of _____, 2025 ("**Effective Date**"), by and between CITY OF OCOEE, a Florida municipal corporation ("**Lessor**"), and FOREST LAKE GOLF CLUB, LLLP, a Florida limited liability limited partnership ("**Lessee**").

WHEREAS, Lessor and Lessee entered into that certain Ground Lease Agreement with an Effective Date of December 3, 1991, as subsequently amended by the First Amendment dated December 17, 1992, the Second Amendment dated March 16, 1993, the Third Amendment dated April 6, 1993, the Fourth Amendment dated May 6, 2003, the Fifth Amendment dated April 21, 2009, and the Sixth Amendment dated August 2, 2016 (collectively, the "**Lease**") and including this Seventh Amendment except where the text or context indicates otherwise.

WHEREAS, Lessor has inspected and tested the Premises prior to entering into this Seventh Amendment, including, but not limited to retaining experts in the fields of golf course maintenance, irrigation, water management, building operation and maintenance, environmental, and HVAC, among others.

WHEREAS, based upon Lessor's inspections of the Premises, Lessor alleged that Lessee was in default under the Lease and sent notices to Lessee on September 20, 2024, November 15, 2024, January 31, 2025, among other correspondence and the inspection reports referenced therein (the "**Default Allegations**"). Such Default Allegations include the purported need to regrass the greens and to replace the irrigation system in its entirety.

WHEREAS, Lessee denied the Default Allegations and the parties engaged in pre-suit mediation on February 26, 2025 (the "**Mediation**").

WHEREAS, Lessor and Lessee agreed upon Mediated Settlement Terms to resolve the Default Allegations against Lessee at the Mediation and this Seventh Amendment is intended to fully resolve all disputes between the parties.

WHEREAS, Lessor and Lessee desire to mutually terminate the Lease earlier than the originally scheduled expiration date of the Lease and amicably resolve all matters by and between them arising out of or concerning the Lease and the Default Allegations in accordance with the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein as material provisions.

2. Definitions. Unless otherwise expressly provided herein, the following words and phrases when used herein will have the meaning hereinafter specified:

(a) **"Bookings"** means all bookings, contracts or other reservations (including without limitation, any booking for which a written proposal has been made by or on behalf of Lessee and accepted by the recipient thereof or for which a written proposal has been received and accepted by or on behalf of Lessor, regardless of whether any deposit or other amount has been received with respect thereto, or not) with respect to the future use of the Premises and services of the Facilities, with respect to any period from and after the Termination Date, together with any payments and/or other considerations related thereto (including without limitation, prepaid dues, fees and deposits), and all cash or cash equivalent deposits for the Bookings. The term Bookings does not include Vouchers.

(b) "**Excluded Assets**" means the office computer, inventory located in the golf pro shop within the Clubhouse as of the Effective Date, all golf balls used on the driving range, bank accounts, cash on hand, Lessee's corporate maintenance records, employee personnel files and personal files of officers' and directors' of Lessee.

(c) "**Facilities**" means collectively the Golf Course Facility and Effluent Disposal and Re-Use System as these terms are defined in the Lease.

(d) "**Golf Cart Lease**" means that certain Equipment Lease Agreement between Lessee and PNC Bank, National Association, dated April 13, 2024.

(e) "**Intellectual Property**" means (i) all trademarks, service marks, trade names, domain names, URL's, websites, brands, logos, signs or symbols, copyrights and/or other intellectual property (whether or not registered and, if applicable, including, without limitation, pending applications for registration), owned, used, licensed or controlled by Lessee or Lessee's affiliates relating to the Facilities and/or the operation thereof, (ii) all telephone numbers (including facsimile numbers) used by Lessee in the operation of the Facilities, and (iii) all marketing materials, advertising materials, promotional materials and any yellow page or similar directory listing used in the operation of the Facilities.

(f) "**Interim Operator**" means that certain contractor(s) selected by Lessor, in Lessor's sole discretion, to manage and operate the Premises and/or the Facilities as of the Termination Date.

(g) "**Operating Contracts**" means any and all of the following relating to the Facilities: (i) all leases and other similar agreements by which Lessor or Lessee (as applicable) has the right to use or possess the Personal Property and any other equipment used in the operation of the Facilities, including the Golf Car Lease, (ii) all service, maintenance, management, distribution, marketing, supply, franchise and/or license agreements and any other agreements relating to the operation of the Facilities, and (iii) all assignable licenses (including, without limitation, liquor licenses, if applicable) issued or used in connection with the Facilities.

(h) "**Personal Property**" means all furniture, furnishings, appliances, machinery, vehicles, equipment, and supplies used in the operation of the Facilities, including without limitation, all Supplies, golf carts, mowers, sprayers, flags, grass seed, pesticides, herbicides, agronomic and maintenance and chemical records that are required by law and equipment and supplies, office supplies, all furniture, furnishings, fixtures, equipment, inventory and supplies necessary or appropriate for the operation of the retail and food and beverage portions of the Facilities in accordance with the Lease, including, without limitation, shelves, racks and display cases, food and beverage inventories, paper supplies, cleaning materials and equipment, tables, chairs, uniforms, eating utensils, glassware, cookware, stoves, ovens, dishwashers, computer equipment and communication equipment, all artwork and lighting fixtures, office equipment and furnishings (including without limitation, all calculators, typewriters, word processors, and computer equipment), reservation terminal and reservation system equipment and software, cash registers, kitchen, lounge, and restaurant equipment and furnishings (including without limitation, all glassware, tables and chairs, podiums and staging platforms,), audio visual equipment and sound systems, laundry equipment, safes, and all other furnishings and equipment used in connection with the ownership, operation, and maintenance of the Facilities, excluding the Excluded Assets.

(i) "**Plans and Reports**" means all plans and specifications, as built drawings, surveys, engineering reports, and other plans and reports prepared for or used in connection with the Facilities.

(j) "**Premises**" means the real property identified in the Lease as "Premises," which hereby includes the Facilities, and all other tangible and intangible assets of every kind and description, real, personal, intellectual, or mixed, used in connection with the operation of the Facilities and the business conducted thereon, and all other associated real and personal property and assets utilized in the ownership and operation of Facilities, together with all rights, appurtenances, privileges, and easements pertaining to the Premises and the structures,

improvements, fixtures, and personality thereon, including without limitation, all mineral and water rights, known or unknown, and associated income derived therefrom.

(k) "**Supplies**" means all supplies, cleaning materials, food and beverages (opened and unopened), fuel, office supplies, engineering supplies, parts and tools, maintenance supplies, and other "inventories of merchandise" and "inventories of supplies".

(l) "**Termination Date**" means May 1, 2025.

(m) "**Vouchers**" means all issued and outstanding rain checks, gift certificates, gift cards, charitable donations (less than 10 and each no more than 2 rounds) and other writings that entitle the holder or bearer thereof to a credit (whether in a specified dollar amount or for a specified item (e.g., a meal or round of golf)) to be applied against the usual charge for meals, rounds of golf and/or such other goods or services. Vouchers listed on Exhibit "E" are not subject to Prorations.

3. Settlement Amount. Lessor will pay, or cause to be paid, to Lessee the amount of Four Million Five Hundred Thousand and No/100 Dollars ($4,500,000.00) as such may be adjusted by the Prorations referenced in Section 4(c) ("**Settlement Amount**") as consideration for the early termination of the Lease and for Lessee's full and complete performance of all Lessee's obligations stated herein, of which the Settlement Amount shall be payable as follows:

(a) First Payment. On or before Termination Date, Lessor shall pay Lessee the amount of Seven Hundred Fifty Thousand and No/100 Dollars ($750,000.00) as such may be adjusted by the Prorations referenced in Section 4(c) ("**First Payment**"). The First Payment shall be nonrefundable to Lessor in all respects.

(b) Second Payment. On or before November 3, 2025, provided the First Payment was made, Lessor shall pay Lessee the amount of Three Million Seven Hundred Fifty Thousand and No/100 Dollars ($3,750,000.00) ("**Second Payment**"). On or before the Termination Date, Lessor shall publish, as required by law, and shall consider an amendment to the budget for the City of Ocoee to provide a specific designation and allocation for the Second Payment to Lessee on or before November 3, 2025 (**"Budget Amendment"**). In the event Lessor fails to amend the budget for the City of Ocoee to specifically designate and allocate the Second Payment as required herein or to obtain a letter of credit or bond for the Second Payment acceptable to Lessee on or before the Termination Date, Lessee shall have no obligation to surrender the Premises to Lessor and this Seventh Amendment shall be null and void and of no further force or effect excepting only the release set forth in Paragraph 10(a) below. Following the Termination Date, if Lessor amends the previously approved Budget Amendment to reduce, remove, or delay the payment of the Second Payment to Lessee without the express written consent of Lessee as set forth above, it shall be an automatic event of default hereunder by Lessor and Lessee may bring an action for breach without demand or any other conditions precedent. There shall be no conditions precedent to payment of the Second Payment other than Lessee's surrender of the Premises, Facilities, Supplies, and transfer of the Equipment and Personal Property to Lessor and execution and delivery of all documents required by this Seventh Amendment on or before the Termination Date. In the event of litigation, the prevailing party shall recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in prosecuting or defending the litigation, including those fees and costs incurred on appeal.

4. Termination. Notwithstanding anything to the contrary contained in the Lease, effective as of 12:01 a.m. Eastern Standard Time on the Termination Date, the Lease, but excluding this Seventh Amendment, shall automatically terminate, without further notice, demand or action by either party, with the exception that Lessor may continue to rely upon the Representations and Warranties being true and correct as of the Termination Date. Lessor shall have until August 28, 2025 to allege that any such Representations and Warranties are intentionally and materially false in accordance with Section 5 below ("**Noticed Claims**"). After August 28, 2025, the Representations and Warranties shall be of no further force or effect unless written notice (Noticed Claims) is sent pursuant to this Section. Except for any Noticed Claims, the parties intend and expressly release each other

from all continuing obligations under the Lease following the Termination Date. The Lease shall be deemed terminated as of the Termination Date, and the parties hereto shall have no further obligations pursuant to the Lease except as to any Noticed Claims. Lessee hereby waives any rights to renew, extend, or otherwise continue occupancy of the Premises and Facilities beyond the Termination Date.

(a) Surrender. On or before the Termination Date, Lessee shall peaceably and quietly surrender and deliver to Lessor possession of the Premises, Facilities in "as is, where is" condition excepting that the Premises and Facilities shall be delivered free and clear of all liens, encumbrances and subtenancies, excepting only the items disclosed on the schedules attached hereto, if any, and assumed by Lessor, and free and clear of the rights of possession by any person claiming by, through or under Lessee, and with good title to all improvements to the Premises and Facilities and the Personal Property excluding, however, the Excluded Assets. The Personal Property shall be delivered with good title, but in otherwise "as is, where is" condition without warranty as to condition or suitability. Lessee shall deliver the foregoing free and clear of all liens and encumbrances, excepting only the items disclosed on the schedules attached hereto, if any, and assumed by Lessor.

(b) Preparation for Transition. In order to ensure a smooth transition on the Termination Date, Lessee shall: (i) maintain, manage and operate the Facilities and Premises (including but not limited to maintaining Personal Property and Supplies at normal operating levels, of a similar quality and value) through the Termination Date, excluding the Excluded Assets (the parties acknowledging that Lessee shall have no obligation to restock the pro shop or to keep inventory full); (ii) not, without first obtaining Lessor's approval, accept any pre-paid bookings (Lessee shall be permitted to allow for the reservation of future tee times occurring prior to August 28, 2025 without acceptance of payment therefor) or provide any Vouchers other than rain checks issued in the ordinary course applicable to or for any period of time after the Termination Date; (iii) not enter into any new, renewal, extension, modification or replacement of any existing Operating Contracts unless the same may be assigned to Lessor and terminated by Lessor on or after the Termination Date, without penalty or charge, after not more than thirty (30) days' notice; (iv) not cancel or terminate, or suffer the cancelation or termination, of any Operating Contracts necessary and appropriate for the complete and comfortable use, enjoyment, occupancy and operation of the Facilities, unless approved by Lessor; and (v) Lessee shall promptly comply with the additional requirements set forth on Exhibit "A".

(c) Prorations. On the Termination Date, although most regular expenses accrue and are billed on a monthly basis such that no prorations are required, the items set forth in this Section 4(c) (the "**Prorations**") shall be prorated and adjusted between Lessor and Lessee effective as of 11:59 p.m. Eastern Standard Time on the day immediately preceding the Termination Date (the "**Cut-Off Time**") and Lessor and Lessee shall be charged or credited for such prorations, as applicable. All liabilities accruing prior to the Cut-Off Time being the responsibility of Lessee, and all liabilities accruing on or after the Cut-Off Time being the responsibility of Lessor, except as otherwise specified herein. The amounts due from each party to the other shall be netted against each other and the party with a balance owing to the other shall pay such amount by adjustment to the First Payment.

i. Except as otherwise expressly provided herein, all revenue and expenses of the Premises with respect to the period prior to the Cut-Off Time shall be for the account of Lessee and all revenue and expenses of the Premises with respect to the period from and after the Cut-Off Time shall be for the account of Lessor.

ii. All periodic charges, fees and expenses under any Assumed Contracts shall be apportioned between the parties as of the Cut-Off Time.

iii. All sales, revenue and excise taxes relating to the Facilities operations, occupancy and use taxes, entertainment taxes, gaming taxes, and water and sewer rents shall be apportioned as of the Cut-Off Time.

iv. All other taxes shall be prorated based on amounts for the current year (with maximum discount, if any, taken), except that if tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year (with maximum discount, if any, taken). Certified and pending municipal or county liens and assessments for which work has been substantially completed as of the Termination Date shall be paid by Lessee.

v. Amounts paid or payable under telephone contracts and contracts for the supply of heat, steam, water, electric power, gas, lighting and other utilities services shall be apportioned as of the Cut-Off Time, with Lessee receiving a credit for the deposits, if any, made by Lessee as security under any such public service contract(s), provided such deposit is transferable and remains on deposit for the benefit of Lessor. Lessee shall have the right to a return of any deposits in the form of letters of credit or bonds, and Lessor shall be responsible for posting any substitute deposits. Where possible, cutoff readings will be secured for all utilities as of the Cut-Off Time. To the extent that cutoff readings are not available, the costs of such utilities shall be apportioned between the parties as of the Cut-Off Time, on the basis of the most recent actual (not estimated) bill for such service. Lessor shall be responsible for causing such utilities and services to be changed to Lessor's name or Interim Operator's name as of the Cut-Off Time, and shall be liable for and shall pay all utility bills for services rendered after the Cut-Off Time.

vi. All ad valorem taxes on real property and taxes on personal property of the Premises for 2025 shall be prorated as of the Cut-Off Time on a calendar year basis, and the apportionment of ad valorem taxes on real property will be made on the basis of such taxes for the immediately preceding tax year.

vii. The parties shall apportion, as of the Cut-Off Time, any Vouchers not listed on Exhibit "E", if any, and such other items as are provided for in the Lease or as are customarily prorated and adjusted in the lease or sale of a golf club facility. On the day prior to the Termination Date, Lessee shall provide Lessor with all Vouchers issued and not listed on Exhibit "E".

5. Representations and Warranties. Lessee to the best of its actual knowledge, without duty of inquiry, hereby makes the representations and warranties in this Section ("**Representations and Warranties**") as of the Effective Date which Representations and Warranties shall expressly exclude any matter for which Lessor has actual knowledge as of the Effective Date, including, but not limited to any specifically described items of default contained in the Default Allegations. Lessor and Lessee acknowledge and agree that Lessee's "actual knowledge" as set forth above shall be based upon the actual knowledge, without duty of inquiry, of Kenneth Ezell and George Clifton, and no other; provided that the naming of these individuals shall not create any individual liability; Lessee acknowledges and agrees that it shall similarly renew the Representations and Warranties as of the Termination Date and that Lessor is entitled to rely upon the Representations and Warranties as of the Termination Date. Any claim made thereon must be made prior to August 28, 2025 in accordance with this Section, after which time the Representations and Warranties shall be of no further force or effect except to the extent of any Noticed Claims. Notwithstanding the foregoing to the contrary, the Representations and Warranties shall in no event be deemed to conflict with any specifically described items of default contained in the Default Allegations or Lessor's actual knowledge as of the Effective Date, it being the parties' intention that Lessor assumes and acknowledges all of the specifically described items of default contained in the Default Allegations and / or known to it and existing as of the Effective Date.

(a) This Seventh Amendment will not violate any provisions of any agreement or other instrument to which Lessee is a party.

(b) Lessee holds leasehold title in and to the Premises and Facilities, such leasehold interest is free and clear of all mortgages, claims, liens, charges and encumbrances, excepting only the items disclosed on the schedules attached hereto, if any, and assumed by Lessor, and Lessee has not assigned or sold, nor agreed to assign or sell via any agreement that remains in effect, or which may come into effect, said leasehold or any portion thereof to any third party.

(c) Lessee has not received written notice that the Premises and Facilities are in violation of any zoning, building, environmental health, handicap facility requirement, fire, water use, or similar statute, ordinance, law, regulation that has not been cured.

(d) Lessee has less than fifty (50) employees at the Premises, and all employees providing services to the Premises are employed by Lessee. A true, correct, and complete schedule of all existing employees at the Premises, together with their position/title is attached hereto as Exhibit "B". Lessee shall provide the compensation and benefits of each such employee to the Interim Operator directly once selected.

(e) Lessee has not entered into any barter agreements or similar agreements and/or agreements of any kind, whether oral or written, that allow any person or entity any access, use rights or entitlements to all or any portion of the Premises and Facilities in exchange for goods and services or other non-monetary consideration.

(f) Other than the Lease, there are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Premises or Facilities in effect as of the Effective Date and Termination Date.

(g) Attached hereto as Exhibit "C" is a true, correct, and complete list of all Operating Contracts. As of the Effective Date, Lessee has not received any written notice that any of the Operating Contracts are not in full force or that Lessee is in default thereunder.

(h) Lessee has not received written notice that Lessee is not in compliance with any federal or state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices. None of Lessee's employees are members of any union or are subject to any collective bargaining agreement (with respect to the Premises and Facilities). To the best of Lessee's actual knowledge, Lessee is in compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices. To the best of Lessee's actual knowledge, Lessee is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended, or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-10I of any such employee benefit plan or plans.

(i) Lessee has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commissions, or the like in connection with the Lease or the transactions or matters contemplated herein.

(j) Other than the Personal Property that is subject to the Golf Cart Lease, all Personal Property is owned by Lessee free and clear of all liens and encumbrances and shall not be removed from the Premises by Lessee without prior written approval of Lessor.

(k) Attached hereto as Exhibit "E" is the true, correct, and complete list of all Vouchers as of the Effective Date.

(l) Attached hereto as Exhibit "F" is a true, correct, and complete list of all members of the Premises subject to membership agreements, redacted as appropriate to protect the privacy of the members. There are no lifetime memberships or refundable memberships related to the Premises and no refundable membership deposits, initiation fees or other fees collected or are owed with respect to the Premises. No memberships exceed a duration of one calendar year from March 18, 2025.

(m) Attached hereto as Exhibit "G", is a copy of the Phase I Environmental Property Assessment dated July 18, 2024, by Ardaman & Associates, Inc. ("**Phase I Assessment**"). Lessor and Lessee accept this report as an accurate representation of the environmental condition of the Premises and Facilities as of the date of the Phase I Assessment which Lessee has delivered to Lessor. Except as otherwise stated in the Phase I Assessment, there has been no release, manufacture, storage or disposal of any hazardous or toxic substance or material at or on the Premises or Facilities, generation, storage or disposal of which is regulated under the Comprehensive Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., or any comparable law, regulation or order of any governmental body. Lessee has not received any complaint, citation, or notice from any person, government, or entity with regard to any environmental matters affecting the Facilities or Premises.

(n) Lessee has duly filed all tax reports and returns required to be filed by it, including all federal, state and local income, sales, or use tax returns or reports pertaining to the Premises, Facilities and the business being conducted by Lessee thereon, and Lessee has duly paid in full all taxes assessed against it by federal, state or local taxing authorities; and there are no federal, state or local liens for taxes upon any property or assets of Lessee, and Lessee has received no notice that additional taxes are due.

(o) All water, sanitary sewer, telephone, electric, storm drainage, gas, and other utilities required for the use and operation of the Premises and Facilities, including without limitation, all installation costs, "tap on" fees, and similar costs for such utilities, have been paid in full.

(p) Lessee has obtained and maintained during its tenancy, all governmental permits, licenses, and certificates required for the occupancy, use and operation of the Premises and Facilities, and all of such permits, licenses and certificates are in good standing. Lessee has no knowledge of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Premises (or any part thereof) or with respect to the use, occupancy, operation, or construction thereof, and Lessee has not received any notice of any violation or breach of any such law, municipal or county ordinance, or other legal requirements.

(q) Lessee is not and will not be subject to any voluntary or involuntary proceeding for dissolution or liquidation or to any bankruptcy proceeding and has full power and authority to enter into this Seventh Amendment and all transactions described herein, and all consents and approvals required to be obtained from Lessee's members, governors, managers, partners, shareholders or other constitute owners or persons in control of or authority over Lessee, as well as from any other party having approval rights with respect hereto, have been obtained.

(r) Other than by Lessor, there are no pending or, to Lessee's actual knowledge, threatened matters of litigation, administrative actions or arbitration pending against the Premises or against Lessee in respect to the Premises.

(s) Except for items being paid which shall be paid by Lessee on or before the Termination Date or prorated as of the Termination Date, there are no outstanding accounts payable or unpaid debts relating to the Premises that would be binding on Lessor, including without limitation, any unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, use or operation of the Premises, which could give rise to any mechanic's or materialmen's or other statutory liens against any portion of the Premises.

(t) Lessee has the full right and authority to use the name "Forest Lake Golf Club" and there is no claim, pending or, to Lessee's actual knowledge, threatened, against Lessee with respect to any infringement or alleged infringement of any patent, trademark, or trade name owned by another with respect to the Premises or Facilities, and to Lessee's actual knowledge, the use by Lessor of such name will not infringe upon any copyright or any trademark or trade name or constitute unfair competition or actionable appropriation of rights with respect to any other person, business or entity.

(u) Lessee has not intentionally concealed or intentionally omitted any matter of which Lessee had express knowledge that would significantly impair the value of the Premises and that is contemplated by the Representations and Warranties herein.

(v) Lessee confirms that it has not received any booking deposits or other payments for tee times or other services to occur after the Termination Date.

(w) Lessee has and will comply with Section 6, Operating Covenants.

The Representations and Warranties contained in this Section 5 shall be true and correct as of the Effective Date, shall be renewed by Lessee as of the Termination Date and shall survive the Termination Date as set forth more specifically in this Paragraph until August 28, 2025. After August 28, 2025 the Representations and Warranties shall be of no further force or effect except to the extent of any Noticed Claims. The accuracy of the Representations and Warranties shall not operate to nullify Lessor's obligation to deliver the Second Payment to Lessee; provided, however, that Lessor may reserve the ability to bring a lawsuit for damages, which damages shall in no event exceed and shall be capped at Three Hundred Seventy-Five Thousand and 0/100 Dollars ($375,000.00) ("**Noticed Claims Amount**"). Lessor's lawsuit may not seek to restrain the Second Payment to Lessee excluding the Noticed Claims Amount to be paid into escrow and Lessor expressly waives any such claims above the Noticed Claims Amount and acknowledges that Lessee shall be entitled to the Second Payment excluding the Noticed Claims Amount to be paid into escrow regardless of claims based upon the Representations and Warranties. If Lessor has issued to Lessee any Noticed Claims, the Noticed Claims Amount shall be paid into escrow with Lessee's counsel (Lowndes Drosdick) which shall hold and then disburse the escrowed funds consistent with final, including any and all appeals, resolution of the Noticed Claims. In order to bring suit for damages, Lessor must prior to August 28, 2025, allege in writing in good faith and with specific detail, including all documentation relied upon by Lessor in making such allegation, that one or more of the Representations and Warranties by Lessee set forth in Paragraph 5 was intentionally and materially false prior to the Termination Date. Failure to deliver notice prior to August 28, 2025 shall operate as a permanent waiver of such cause of action, TIME BEING OF THE ESSENCE. In the event of such notice, the Parties shall participate in good faith in a mediation with a mutually agreed mediator to serve as mediator to resolve the dispute on or before thirty (30) days following the filing of the notice. The parties shall equally share the cost of the mediator. All allegations must be in writing and in sufficient detail to ascertain with specificity the representation and / or warranty that is alleged to be intentionally and materially false and the basis for such allegation. In the event of litigation, the prevailing party shall recover from the non-prevailing party all attorneys' fees and costs incurred in prosecuting or defending the litigation, including those fees and costs incurred on appeal.

(6) Operating Covenants. Between the Effective Date and the Termination Date, Lessee shall:

(a) Not, without the prior written consent of Lessor, materially alter the physical condition of the Premises or Facilities, such as, without limitation, the removal therefrom of soil or the making of any voluntary changes or alterations to the improvements thereon, excluding however, alterations required due to a casualty, act of God or governmental authority, and routine maintenance and alterations in the ordinary course of business.

(b) Promptly after the receipt thereof by Lessee, Lessee shall deliver, or cause to be delivered, to Lessor a copy of any tax bill, notice or statement of value, notice of change in the tax rate effecting or relating to the Premises and Facilities, notice or claim of any violation from any governmental authority or notice of any taking, affecting or relating to the Premises and/or Facilities.

(c) Lessee shall not enter into any contract for or on behalf of or affecting the Premises or Facilities (including, but not limited to, any lease) that will be binding on Lessor after the Termination Date without Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Continue to operate the Premises and Facilities in the ordinary course consistent with practices and procedures in effect as or the Effective Date, including without limitation by maintaining levels of Supplies (excepting Excluded Assets, such as pro shop inventory), consumables and inventories consistent with seasonally-adjusted past practices.

(e) Use commercially reasonable efforts to preserve its relationships with customers, suppliers and others having business dealings with Lessee, including but not limited to, performing normal upkeep and maintenance in accordance with Lessee's past practices (including fertilization, aerification, overseeding, pesticide application, etc.).

(f) Not remove any Personal Property used in conjunction with the Facilities or Premises, except obsolete items in the ordinary course of business and Excluded Assets, unless the same is replaced with similar items of at least equal quality prior to the Termination Date.

(g) Maintain all permits and licenses in full force and effect and shall not take any action or permit any action to be taken which will invalidate, suspend or terminate said permits and licenses and/or any of Lessee's rights thereunder.

(h) To the extent such a transfer of the existing liquor license for the Premises is lawful and Lessee incurs no "out of pocket" costs in connection with such efforts, Lessee shall cooperate in all respects with Lessor and Interim Operator in order to effect an orderly transfer of the existing liquor license for the Premises to Interim Operator as of the Termination Date. As of the Termination Date, Lessee shall assign to Interim Operator in whole or in part, as applicable, and to the extent permitted, all transferable permits and governmental licenses issued to the Premises and the Facilities. Lessee shall cooperate with Lessor, at no expense to Lessee, in the orderly transfer of the permits and licenses to Lessee and/or Interim Operator as of the Termination Date and/or to obtain new licenses including any temporary licenses available to Lessor and/or Interim Operator.

(i) Not increase the amount of any wages, salaries and/or other compensation or benefits payable to and/or provided to any employees or independent contractors related to the Premises subsequent to the Effective Date, other than those that are contractually obligated to be provided and excluding reasonable discretionary raises and bonuses provided in the ordinary course of operations. Except as otherwise approved by Lessor, Lessee shall terminate or cause to be terminated (if they are employees of Lessee) the employment of the Lessee's employees involved in the operation of the Premises and Facilities effective as of the Termination Date. Lessee shall pay or cause to be paid, to the terminated employees pursuant to Lessee's employee policies, or applicable federal, state or local laws accrued through the Termination Date. Lessee shall indemnify and hold Lessor harmless for any claims made by Lessee's employees arising prior to the Termination Date. The City shall use commercially reasonable efforts to cause Interim Operator to rehire Lessee's employees on the Termination Date. Lessee shall comply with all applicable provisions of the Worker Adjustment and Retraining Notification Act of 1988.

(j) On or before the Termination Date, Lessee shall, at Lessee's sole cost and expense, cause a Florida licensed and insured contractor ("**HVAC Contractor**") to complete all HVAC and mold remediation work. Upon completion of the work, Fortified Structures Group LLC shall provide:

(1) A professional letter of opinion that states that the remediated space meets ANSI/IICRC S520-2024 Condition 1 (normal fungal ecology): An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location, and quantity are reflective of a normal fungal ecology for a similar indoor environment **or** ANSI/IICRC S520-2024 Condition 3 (actual growth, which includes growth that is active or dormant): An indoor environment contaminated with the presence actual mold growth, associated spores, and fungal fragments;

(2) Laboratory analysis documents (such as Expanded Fungal Report & Spore Trap Assessment);

(3) Evidence of proper Chain of Custody;

(4) Limited Environmental Sampling report for Temperature, Humidity, and Laser Particle Counts (with a format matching the document produced during my initial visit); and

(5) Final invoice marked as paid.

(k) Not be required to improve the parking lot located on the front portion of the Premises, provided, however, Lessee shall continue to maintain and conduct minor repairs to said parking lot for the continued operation of the Facilities in accordance with the Lease until the Termination Date.

(l) Maintain the Premises and Facilities in its current condition between the Effective Date and the Termination Date with no obligation to repair or replace same except to the extent arising after the Effective Date and subject to the limitations herein.

(m) Not be required to make any major repair to the Premises, defined as a repair exceeding $25,000 ("**Major Repair**"), except to the extent caused by Lessee's negligence occurring after the Effective Date. In the event of a Major Repair, Lessee shall assign any applicable insurance claims to the Lessor within a reasonable period of time after the need for repair arises, or as otherwise mutually agreed upon by the Parties. Lessor expressly acknowledges that Lessee shall not be responsible for any Major Repair that is required as of the Effective Date, including those set forth in the Default Allegations.

(n) Not issue any Vouchers after the Effective Date excepting only rainchecks issued in the ordinary course of business and in good faith.

(o) Not issue any new memberships or renew any existing memberships after March 18, 2025, and no memberships shall exceed a duration of one year from March 18, 2025.

(p) Cooperate with all efforts by Lessor to issue a Request for Proposal ("**RFP**") to solicit and procure a new tenant to operate the Premises and/or the Facilities. Lessee and/or any and all affiliates and associates of Lessee shall not participate in or assist others, except at the direction of Lessor, in submitting or processing any proposal submitted pursuant to the RFP, and Lessee, including principals, partners, or owners of Lessee, shall not joint venture or partner with any third party in the operation of the Premises and/or the Facilities; provided, however, if Lessee is contacted by others, Lessee may discuss the forgoing with others.

(q) On or before fifteen (15) days after the Effective Date, conduct a joint inspection of the Premises and Facilities with Lessor to identify any outstanding maintenance, repair, or compliance issues, provided that Lessee shall have no obligation to maintain, repair, or bring the Premises or Facilities into compliance arising from anything that existed prior to the Effective Date, with the exception of any life safety issues, as Lessor acknowledges that it has previously inspected and investigated same. The purpose of the inspection will be to identify any newly arising issues after the Effective Date and as is otherwise provided in this Section 6.

(r) Comply with all environmental laws and properly dispose of any hazardous materials from the Effective Date until the Termination Date.

(s) Continue to maintain insurance policies providing coverages in at least the amounts and against the risks covered by the required insurance policies required by the Lease through the Termination Date. Within three (3) business days from the Effective Date, Lessee shall provide Lessor with written proof of insurance as required by the Lease.

(t) Lessor, its counsel, accountants, agents and other representatives (collectively, "**Lessor's Representatives**") shall have continuing access to the Premises and Facilities and all parts thereof with at least forty-eight (48) hours' notice to Lessee, as well as to all relevant documents and records of Lessee as they relate to the title, physical condition, development and management of the Premises and Facilities, at reasonable times and from time to time. Said access rights shall be subject to the following terms and conditions: Lessor covenants not to unreasonably interfere with Lessee's operation of the Premises and Facilities, and to exercise said rights in the least intrusive manner. Any inspections, studies or tests shall be conducted by Lessor in accordance with standards customarily employed in the industry and in compliance with all applicable laws.

(u) Lessee shall not market, list, or otherwise attempt to sell, assign or otherwise transfer all or any party of the Lessee's leasehold interest or business to any third party.

(7) Conditions Precedent: Notwithstanding anything to the contrary in this Seventh Amendment, Lessor's obligations to accept possession of the Premises and Facilities, pay any portion of the Settlement Amount, agree to termination of the Lease, and execute and comply with all other Lessor's obligations as of the Termination Date are expressly conditioned and contingent upon satisfaction of the following requirements (any of which may be waived by Lessor in writing):

(a) Lessee's Representations and Warranties made under this Seventh Amendment are materially and substantially true and correct to the best of Lessee's actual knowledge, without duty of inquiry as of the Termination Date.

(b) There shall have occurred no material and adverse change to the Premises or the Facilities between the Effective Date and the Termination Date caused or allowed by the Lessee and remaining as of the Termination Date.

(c) Lessee shall have performed, observed and complied in all material respects with all of the covenants, agreements and conditions required by this Seventh Amendment to be performed, observed and complied with by Lessee as of the Termination Date.

(d) Lessee shall have paid for any and all work by each third party that has performed any work or services on or relating to the Premises and Facilities.

In the event Lessor accepts possession of the Premises as set forth herein, the above shall be deemed satisfied, the Lease (excluding this Seventh Amendment) terminated, and Lessor shall be obligated to deliver the Second Payment and Lessee's Representations and Warranties shall survive, but only to the extent of Noticed Claims as set forth in this Seventh Amendment.

(8) Assumed Contracts. The parties acknowledge that Lessee is required to terminate certain of the Operating Contracts on a minimum of thirty (30) days' notice. Accordingly, Lessee may take action to terminate any Operating Contract except the Golf Cart Lease before or after the Effective Date; provided that Lessee shall not terminate any "Assumed Contracts" after the date Lessor provides notice of intent to assume. Assumed Contracts means any Operating Contracts that Lessor elects to assume and that Lessor notifies Lessee of such intent in writing. Lessor shall have the right to notify Lessee in writing, on or before three (3) business days following the Effective Date of any of the Operating Contracts that Lessor wishes to assume, and Lessee shall promptly notify the vendors of such Operating Agreement(s) that Lessor wishes to assume such contract(s) and cooperate with Lessor in assigning and Lessor assuming such contract(s) unless such Operating Contract(s) has been previously terminated. Lessee shall terminate any Operating Contracts not expressly assumed by Lessor in such notice no later than ten (10) days prior to the Termination Date in accordance with Section 9(d). Lessor shall either assume the Golf Cart Lease or cause the Interim Operator to assume the Golf Cart Lease, or enter into

a new lease with the vendor of the Golf Cart Lease such that in any event Lessee is relieved of liability for the remaining obligations of the Golf Cart Lease following the Termination Date.

(9) Lessee's Deliverables. On or before Termination Date, Lessee shall deliver to Lessor the following:

(a) Certificate of Compliance from the Florida Department of Revenue requested by Lessee no earlier than twenty (20) business days prior to the Termination Date confirming that all required sales tax returns have been filed for Lessee's Golf Course business.

(b) Upon preparation and delivery by the Title Company engaged by Lessor at least ten (10) days prior to the Termination Date, Lessee shall complete and execute a resolution to be effective on the Termination Date, setting forth the names and signatures of all members of Lessee that the Title Company determines shall need to execute documents relating to Lessee as are reasonably required by the Title Company in connection with this transaction.

(c) At least ten (10) days prior to the Termination Date, upon presentment of same by Lessor in an acceptable form, Lessee shall execute an assignment of all Lessee's right, title, and interest, in and to, and a blanket bill of sale for, all Personal Property and other tangible and intangible assets of every kind and description related to the Premises and Facilities that shall be held in escrow and become effective upon the Termination Date.

(d) At least ten (10) days prior to the Termination Date, deliver evidence of the termination of any and all Operating Contracts, except the Assumed Contracts, as of the Termination Date.

(e) Upon presentment of same in commercially reasonable form, Lessee agrees to execute such other documents as may be reasonably necessary to effectuate the provisions of this Seventh Amendment.

(10) General Releases.

(a) Release of Lessee as of Effective Date. Upon the Effective Date, given the efforts made and expense incurred by Lessee to date, Lessor acknowledges and agrees, other than the mold remediation requirement set forth herein, that Lessor shall have no legal basis to terminate and shall not be allowed to terminate the Lease based on any alleged default and/or alleged uncured default that is a specifically described item of default in the Default Allegations existing prior to the Effective Date. After the Effective Date, any alleged default must be based on a condition existing after the Effective Date which condition is materially different than the condition that existed prior to the Effective Date. The limitations on Lessor's termination of the Lease provided in this Section 10(a) shall have no force or effect after one (1) year after the Effective Date, although new notice and opportunity to cure shall be required after the one (1) year period.

(b) Release of Lessee as of Termination Date. Upon the Termination Date, with the exception of Lessor's continued reliance on the Representations and Warranties as set forth in Paragraph 5 and excluding any Noticed Claims, Lessor hereby remises, releases, acquits, satisfies, and forever discharges Lessee of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity which Lessor ever had, now has, or may have against Lessee, and Lessee's owners, parents, affiliates, subsidiaries, agents, officers, directors, employees, shareholders, personal representatives, successors, heirs and assigns, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the Termination Date, including, but not limited to, items relating to or arising from the Lease, the Premises, or the Facilities, whether such claims are

known (such as specifically described items of default in the Default Allegations), unknown, anticipated, or unanticipated at this time..

(c) General Release of Lessee and Lessor as of the Second Payment. Upon Lessee's receipt of the Second Payment and excluding any Noticed Claims, Lessor and Lessee hereby mutually remise, release, acquit, satisfy, and forever discharge one another of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the parties ever had, now have, or may have against the other parties, and such parties' owners, parents, affiliates, subsidiaries, agents, officers, directors, employees, shareholders, personal representatives, successors, heirs and assigns, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of the Second Payment, including, but not limited to, items relating to or arising from the Lease, the Premises, or the Facilities, whether such claims are known, unknown, anticipated, or unanticipated at this time it being the parties intention that there shall be no further obligations between the parties except to the extent of any Noticed Claims.

(d) Severability. If any provision of this Seventh Amendment is held by a court of competent jurisdiction to be void, unenforceable, or ineffective, then the remainder of this Seventh Amendment shall remain effective provided the essential terms and purposes of this Seventh Amendment can be achieved. Alternatively, if the void, unenforceable, or ineffective provision can be reformed or interpreted by the court to make that provision's primary purpose effective, the court may do so.

(e) No Strict Construction. The language used in this Seventh Amendment is chosen jointly by the parties to express their mutual intent and no rule of construction will be applied against any party, including any rule of draftsmanship. The parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them, except as expressly limited by this section, and that all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term "including" as used in this Seventh Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

(f) Assignment. Each party hereto hereby represents and warrants to the other party that said party is the only and lawful owner of any and all claims and rights that are contemplated herein and that no portion of any claim or right being released pursuant to this Seventh Amendment has been assigned or conveyed to any other person or entity. The parties hereto further agree that the rights and obligations under this Seventh Amendment are not assignable.

(g) Miscellaneous. This Seventh Amendment and the Lease shall be construed as a single document and shall be collectively referred to as the "Lease" or this "Lease," except to the extent the terms of this Seventh Amendment conflict or are inconsistent with the terms of the Lease, in which case this Seventh Amendment will control. Each term used in this Seventh Amendment will have the same meaning as was given or intended in the Lease, unless such is specifically defined differently herein. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. This Seventh Amendment, signed and transmitted by electronic means, shall be deemed to be and shall be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature on an original document. The headings and titles in this Seventh Amendment are for convenience only and shall not affect the meaning, construction, or interpretation of any provision of this Seventh Amendment. This Seventh Amendment represents the complete understanding between the parties, supersedes any and all other agreements and understandings, whether oral or written, and may not be modified, altered or changed except upon written consent of the parties. All capitalized terms not otherwise defined in this Seventh Amendment shall have the meanings ascribed to them in the Lease. This Seventh Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. All Exhibits attached to this Seventh Amendment are incorporated herein by this

reference as if fully set forth herein. If any Exhibits are subsequently changed by the mutual written agreement of the parties, the Exhibits shall be modified to reflect such change or changes and initialed by the parties. Except as provided herein, the Lease shall continue in full force and effect and each party hereto ratifies and confirms the terms and conditions of the Lease. All references herein to the Lease shall refer to the Lease as amended by this Seventh Amendment unless the text or context indicates otherwise.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date.

"LESSOR"

CITY OF OCOEE, a Florida municipal corporation

ATTEST:

By:_____

_____
Melanie Sibbitt, MMC
City Clerk

Date:_____

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION IN A MEETING HELD ON _____, 2025 UNDER AGENDA ITEM No. __

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA
Approved as to form and legality this
__ day of _____, 2025

Fishback Dominick LLP

By: _____
A. Kurt Ardaman, City Attorney

Signed, sealed and delivered in the
Presence of:

"LESSEE"

Witnesses:

FOREST LAKE GOLF CLUB, LLLP, a Florida limited liability limited partnership

_____

By:_____

_____

Print Name:

Its: _____

Date:_____

_____

_____

Print Name

EXHIBIT "A"

TRANSITION REQUIREMENTS

In order to effectuate a smooth transition effective on the Termination Date, Lessee shall:

(1) peaceably and quietly surrender and deliver to Lessor the Premises and Facilities in condition and repair that is materially equivalent to the condition as existed as of the Effective Date, reasonable wear and tear excepted, and free and clear of all liens, encumbrances and subtenancies, and title to the Personal Property shall vest in Lessor, without further act of either party and shall be free and clear of all liens.

In addition to the deliverables set forth more particularly in this Agreement, deliver to Lessor or such other person or entity as Lessor shall designate, all keys, and any information necessary for the management, operation and maintenance of the Facilities, excluding Excluded Assets

(2) furnish all such information, take all such other action and cooperate with Lessor as Lessor shall reasonably require in order to effectuate an orderly and systematic termination of Lessee's services, duties, obligations and activities hereunder.

(3) to the extent legally transferable, surrender and transfer and/or assign to Lessor or such other person or entity designated by Lessor, all of Lessee's right, title and interest in and to all licenses, permits and other authorizations used by Lessee in operating and/or managing the Facilities.

(4) deliver to Lessor no more than three (3) days prior to the Termination Date, updated photos of the then existing Supplies and Personal Property.

(5) On the Termination Date, Lessee and Lessor (or its designee) shall, execute and deliver (as applicable), the following:

(a) An assignment of each of the Assumed Contracts, together with copies thereof (and of all amendments thereto). Lessee shall also use good faith efforts to deliver to Lessor on the Termination Date an estoppel certificate from the other party to such Assumed Contracts in form and content reasonably acceptable to Lessor; provided that such parties failure to respond to the request for an estoppel shall not be deemed a breach hereunder. Lessee shall satisfy all obligations under any Assumed Contracts relating to periods prior to the Termination Date and Lessor shall not be obligated to assume any such obligations. Lessor (or a successor tenant or operator) shall assume and agree to honor, pay and perform all of the rights, obligations and liabilities of Lessee under the Assumed Contract(s) relating to matters that occur after the Termination Date. Notwithstanding the foregoing, Lessee shall procure an estoppel certificate from that certain lessor of the Golf Cart Lease prior to the assignment and assumption of the Golf Cart Lease between the parties. Needs to be finalized at least ten (10) days prior to Termination Date.

(b) A termination of all the Operating Contracts, except the Assumed Contract(s) (same)

(c) An assignment and assumption of the Vouchers.

(d) To the extent assignable, an assignment of all existing warranties from third parties covering any portion of the Facilities, including, without limitation, warranties covering any infrastructure and improvements located on the Premises. This assignment shall include an assignment of all claims or causes of action that Lessee has or may have against any such third parties and an agreement by Lessee to cooperate with Lessor, at no cost to Lessee, in enforcing Lessor's rights under the assigned warranties.

(e) One or more bills of sale transferring the Personal Property and the Supplies to Lessor or Lessor's designee. Such bills of sales shall not contain any representation or warranty in favor of Lessor, other than a representation that Lessee has not previously assigned or encumbered the Personal Property and the Supplies.

(f) To the extent assignable, an assignment of all of Lessee's right, title and interest, if any, in and to the Intellectual Property, Plans and Reports and other intangible property related to the operations of the Facilities, to the exclusion of Lessee, and copies of the Plans and Reports.

(g) All keys, access codes, security cards, and alarm codes necessary to enter all portions of the Facilities. Lessor shall have the right to designate one of Lessor's officers or agents to be the signatory and/or recipient of any of the foregoing.

(h) Such other documents as Lessor and Lessee may reasonably request in order to effectuate a transition of the operation of the Facilities.

EXHIBIT “B”

EMPLOYEES

FOREST LAKE GOLF CLUB LLLP EMPLOYEE LIST

GOLF COURSE MAINTENANCE

TOMMY HEARD – SUPERINTENDENT

LUIS GOMEZ – ASST SUPERINTENDENT

LUIS MIGUES GOMEZ – MAINTENANCE

MANUELA GOMEZ – MAINTENANCE

ADRIAN GOMEZ – MAINTENANCE

PORFIRIO GOMEZ – MAINTENANCE

RUBEN GOMEZ – MAINTENANCE

GRADY SMITH – MAINTENANCE

YOVANA SANTIAGO GOMEZ – MAINTENANCE

FRANCISCA GOMEZ – MAINTENANCE

MARIO GOMEZ – MAINTENANCE

ANAM ALI – MECHANIC

GENERAL MANAGER OVER FOOD & BEVERAGE, PRO SHOP AND OUTSIDE CARTS

JOHN VIERA

FOOD & BEVERAGE

JED EBERSOLE – COOK AND KITCHEN MANAGER

MICHAEL MOODY – PART TIME COOK

GINA OVINNIO – INSIDE SERVER

BRANDIE FARNETTI – INSDE SERVER

CHARITY MARTIN – INSIDE SERVER/BEVERAGE CART

GABRIELLE MORAES – BEVERAGE CART /INSIDE SERVER

MADISON DOUGLAS 0 BEVERAGE CART/INSIDE SERVER

OLIVIA CLARK – BEVERAGE CART/INSIDE SERVER

PRO SHOP

JIM MEAD – PRO SHOP ATTENDANT

DEN RAMBO – PRO SHOP ATTENDANT

SETH MCCONNELL – PRO SHOP ATTENDANT

MICHAEL ROSS – PRO SHOP ATTENDANT

TED SANDERS – PRO SHOP ATTENDANT

KYLE THOMAS – PRO SHOP ATTENDANT/CARTS ATTENDANT

OUTSIDE CARTS

ROBERT MORGAN – LEAD CART ATTENDANT

TONY COX – CART ATTENDANT

JARROD HOLT – CART ATENDANT

TIM SMITH – CART ATTENDANT

LEWIS HIRTZEL – CART ATTENDANT

NELSON RIOLLANO – STARTER/RANGER

A.J. JOHN – STARTER/RANGER

DON BARWICK – ON CALL CART ATTENDANT

EXHIBIT “C”

OPERATING CONTRACTS

Lessee

PNC EQUIPMENT FINANCE

Equipment Lease Agreement (SME)

Full Legal Name: Forest Lake Golf Club, LLLP			Lease Number: 99005307-1 Date: April 10, 2024	
Street Address: 10541 Clarcona Ocoee Road	County:	City: Apopka	State: FL	Zip: 32703

☐ Equipment Description and Equipment Location Address: See Schedule A

Quantity	Description	Serial No.
25	2022 E-Z-GO RXV ELiTE	5680082
1	2022 E-Z-GO RXV ELiTE	5680089
1	2022 E-Z-GO RXV ELiTE	5680093
1	2022 E-Z-GO RXV ELiTE	5680075
1	2022 E-Z-GO RXV ELiTE	5680097
1	2022 E-Z-GO RXV ELiTE	5680084
1	2022 E-Z-GO RXV ELiTE	5680094
1	2022 E-Z-GO RXV ELiTE	5680085
1	2022 E-Z-GO RXV ELiTE	5680095
1	2022 E-Z-GO RXV ELiTE	5680096
1	2022 E-Z-GO RXV ELiTE	5680086
1	2022 E-Z-GO RXV ELiTE	5680083
1	2022 E-Z-GO RXV ELiTE	5680087
1	2022 E-Z-GO RXV ELiTE	5680080
1	2022 E-Z-GO RXV ELiTE	5680091
1	2022 E-Z-GO RXV ELiTE	5680073
1	2022 E-Z-GO RXV ELiTE	5680079
1	2022 E-Z-GO RXV ELiTE	5680074
1	2022 E-Z-GO RXV ELiTE	5680092
1	2022 E-Z-GO RXV ELiTE	5680077
1	2022 E-Z-GO RXV ELiTE	5680076
1	2022 E-Z-GO RXV ELiTE	5680078
1	2022 E-Z-GO RXV ELiTE	5680090
1	2022 E-Z-GO RXV ELiTE	5680088
1	2022 E-Z-GO RXV ELiTE	5680081

Payment Schedule

Initial Term: 39 months	**Rental Payment (plus applicable taxes):** $2,952.70	**Payment Frequency:**	☒ Monthly ☐ Quarterly ☐ See Attached Payment Schedule
Payments:	**Documentation Fee:** $250.00	**End of Term Option:**	☒ FMV- Cars ☐ Rental ☐ PUT - _____ ☐ FMV – Turf (Annual Hours _____) ☐ $1 Out

☐ See attached for variable Payment Schedule

Short Form Lease Agreement Terms and Conditions

1. Agreement. PNC Bank, National Association ("Lessor") agrees to lease to Lessee the equipment listed above or on any attached Schedule A ("Equipment"), which is made a part hereof. Lessee promises to pay Lessor the rental payments according to the Payment Schedule shown above, plus all other charges. By signing this lease agreement ("Lease"), Lessee acknowledges and agrees that: it has read and understands the terms and conditions of this Lease; this Lease becomes effective only upon written acceptance by an authorized employee of Lessor; this is a net lease; it cannot terminate or cancel this Lease; it has an UNCONDITIONAL OBLIGATION to make all payments due under this Lease; it cannot withhold, set off or reduce such payments for any reason; it will use the Equipment only for business purposes; the person signing this Lease has the authority to do so; and it entered into this Lease rather than purchase the Equipment.
2. Term and Rent. The Initial Term of the lease of the Equipment shall commence upon the Lease Commencement Date, which is the earlier of (i) the date of delivery of the Equipment to Lessee unless Lessee notifies Lessor in writing, within ten days after equipment delivery, of Lessee's non-acceptance, (ii) the delivery to Lessor of a written certificate of acceptance if requested by Lessor, or (iii) a verbal verification of acceptance if requested by Lessor, and shall continue until expiration of the number of payment periods specified above after the Rental Commencement Date, which shall be the first day of the first calendar month following the Lease Commencement Date or any later date selected by Lessor. Additionally, Lessee shall, upon demand, pay, as Rent, daily interim rent, on all Equipment subject to this Lease, for the period from the date of delivery of Equipment (or any part thereof) to and including the day immediately preceding the Rental Commencement Date. The daily rent will be calculated on a 360-day year. No portion of any rental payments shall be deemed to constitute payment for any equity interest in the Equipment. You authorize us to change the Rent by not more than 15% (i) due to changes in the Equipment configuration, or (ii) comparable U.S. Dollar swaps increase between the date you sign this Lease and acceptance of the Equipment by you. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. If any payment due under this Lease is not paid within five days of its due date, Lessee shall pay Lessor a late charge not to exceed 10% of each late payment (or such lesser rate as is the maximum rate allowed by applicable law).
3. Ordering Equipment; Delivery and Acceptance. If Lessee entered into any purchase or supply contract with any supplier, Lessee assigns to Lessor Lessee's rights under the supply contract, but none of Lessee's obligations, except for the obligation to pay for Equipment if it is accepted by Lessee according to the terms of this Lease. If Lessee has not entered into a supply contract, Lessee authorizes Lessor to enter into a supply contract. Lessee shall arrange for the delivery of the Equipment to Lessee. Lessee shall inspect the Equipment immediately upon Lessee's receipt of the Equipment to determine if it is in good working condition. The Equipment will be deemed irrevocably accepted by Lessee upon the earlier of: (i) the date of delivery of the Equipment to Lessee unless Lessee notifies Lessor in writing, within ten days after equipment delivery, of Lessee's non-acceptance (ii) the delivery to Lessor of a written certificate of acceptance if requested by Lessor, or (iii) a verbal verification of acceptance if requested by Lessor ("Acceptance Date").
4. Termination by Lessor. Lessor shall have the exclusive option to terminate this Lease if within 90 days after Lessee has signed this Lease, the Equipment has not been delivered to Lessee, or Lessee has not accepted the Equipment as provided above.
5. Forum, Law & Jury Waiver. This Lease shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws principles. Lessee hereby irrevocably consents to the exclusive jurisdiction of any state or federal court within the Commonwealth of Pennsylvania; provided that

nothing contained in this Lease will prevent Lessor from bringing any action, enforcing any award or judgment or exercising any rights against Lessee individually, against any security or against any of Lessee's property within any other county, state or other foreign or domestic jurisdiction. LESSEE AND LESSOR EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

6. NO WARRANTY. LESSOR TRANSFERS TO LESSEE FOR THE TERM OF THIS LEASE ANY WARRANTIES MADE BY THE MANUFACTURER OR THE SUPPLIER. LESSOR IS LEASING THE EQUIPMENT TO LESSEE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DOES NOT MANUFACTURE THE EQUIPMENT. LESSEE ACKNOWLEDGES THAT LESSOR DOES NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND THAT LESSEE HAS SELECTED THE EQUIPMENT AND THE SUPPLIER BASED ON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS LEASE. LESSEE AGREES TO CONTINUE MAKING PAYMENTS TO LESSOR UNDER THIS LEASE, REGARDLESS OF ANY CLAIMS LESSEE ASSERTS AGAINST THE MANUFACTURER OR SUPPLIER.

7. EQUIPMENT LOCATION, USE, AND REPAIR. Lessee will keep and use the Equipment only at the Equipment Location stated above. Lessee may not move the Equipment without Lessor's prior written consent. At Lessee's own cost and expense, Lessee will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations, additions and replacements will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Lessor may inspect the Equipment at any reasonable time.

8. RETURN. Unless Lessee purchases the Equipment at the end of this Lease, Lessee will immediately, upon expiration of the Initial Term or any extension, at Lessee's sole cost and expense, deliver all but not less than all of the Equipment to Lessor to any place in the continental United States determined by the Lessor. Lessee will pay all expenses of de-installing, crating, and shipping. Lessee shall insure the Equipment for its full replacement value during shipping. The following return conditions shall apply to the Equipment regardless of type and end of term option selected: (a) all safety equipment must be in place and meet applicable federal, state and other governmental standards; (b) all covers and guards must be in place with no sheet metal, plastic or cowling damage; (c) all parts, pieces, components and optional equipment must be present, installed and operational; (d) all accessories shall be returned in proper order; (e) all electronic controls shall operate per manufacturer's specifications and controls which bypass normal operations shall be repaired at Lessee's expense; (f) all electrical systems shall be able to provide electrical output as specified by the manufacturer; (g) all Equipment must have a relatively clean appearance; (h) all Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manuals; (i) all Equipment shall be free from structural damage or bent frames; (j) any usage or metering devices must not have been altered in any way; and (k) all Equipment attachments, if any, must be in good operating condition;; (l) all motors shall operate smoothly without overheating and shall have good bearings and bushings; (m) all batteries shall be in good, safe operating condition with no dead cells or cracked cases and all batteries shall hold a charge and provide adequate power to operate the Equipment; (n) all Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (o) all oil and grease seals must contain lubrication in the manufacturers designed reservoir; and (p) all hydraulic cylinders must not be bent, nicked, gouged or leaking. In addition, each item of Equipment regardless of type must be able to complete the following tests: (q) have all functions and controls work in normal manner; and (r) perform its designed functions in a satisfactory manner. In addition each item of Turf Equipment must be able to complete the following tests: (s) operate normally in forward and reverse directions through all its speed ranges or gears; (t) steer normally right and left in both forward and reverse; (u) be able to stop with its service brakes in a safe distance in both forward and reverse; (v) operate without leaking any fluids; and (w) all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the Stipulated Loss Value (as defined below) of such item of Equipment.

9. RENEWAL AND END OF TERM OPTIONS. Unless the end of term purchase option is $1.00, PUT or Rental, this Lease will automatically renew on a month-to-month basis (or quarterly, semi-annually, or annually if the Payment Frequency was such during the Initial Term) until Lessee delivers the Equipment to Lessor or purchases the Equipment. During such renewal(s) the amount of each rental payment will remain the same. Lessor may cancel the automatic renewal terms with 90 days written notice by sending Lessee a written notice that Lessor does not want this Lease to renew. If this Lease has any FMV end of term option, Lessee may, upon 90 days' prior written notice, select one of the following options at the end of the Initial Term or any renewal term, provided no event of default under the Lease has occurred and is continuing: 1) renew or continue the Lease; 2) purchase the Equipment for the Fair Market Value as defined below ("Fair Market Value"); or 3) return the Equipment to Lessor at Lessee's expense. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. If the end of term option is $1.00 or PUT, provided that Lessee is not in default. Lessee shall purchase the Equipment for $1.00 at the end of the Initial Term for a $1.00 end of term option and the PUT amount stated above for a PUT end of term option. Upon payment of the purchase option price to Lessor plus all applicable taxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever. If the end of term option is Rental, the Lease shall only continue for up to 60 days after the end of the Initial Term and if Lessee fails to deliver the Equipment to Lessor on or before the 60th day after the end of the Initial Term, Lessor shall charge Lessee the Stipulated Loss Value (as defined below). For FMV - Turf leases depending on the amount listed above, the hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment with usage as noted is limited to 600 hours per year with a $10.00 per hour on each item of Equipment for each hour of excess use or 900 hours per year with an excess hour charge of $5.00 per hour on each item of Equipment for each hour of excess use. Lessee shall pay such supplemental lease payment within ten days of Lessor's written demand If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage for the Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

10. CREDIT INFORMATION; FINANCIALS. Lessee authorizes Lessor and its agents to obtain credit bureau reports and make other credit inquiries that Lessor deems necessary. Lessee shall at Lessor's request, deliver to Lessor, Lessee's future quarterly and annual reports of financial condition, which reports Lessee represents and warrants shall be prepared in accordance with generally accepted accounting principles.

11. OWNERSHIP OF EQUIPMENT /TITLING OF EQUIPMENT. Lessor is the owner of the Equipment and has title to the Equipment. Lessee will keep the Equipment free of all liens and encumbrances. If this transaction is deemed to be a lease intended for security and to provide additional security for other obligations to Lessor and its affiliates, Lessee grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). Lessee authorizes Lessor to record a UCC-1 financing statement. If a certificate of title is required to be issued for any Equipment, Lessee shall deliver to Lessor (together with any other documentation requested by Lessor) the cenificate of title for each Equipment, together with such other documentation requested by Lessor (collectively, "Title Documents"), appropriately executed by Lessee so that Lessor may cause Lessor's encumbrance to be noted on such titles by the appropriate authorities. Lessor will retain such Title Documents until all the Obligations have been paid in full. Lessee hereby irrevocably authorize Lessor and appoint Lessor as Lessee's attorney-in-fact with the power to (a) endorse Lessee's name or of any of Lessee's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Equipment that may come into Lessor's possession in full or part payment of any Obligations; (b) sue for, compromise, settle and release all claims and disputes with respect to, the Equipment; and (c) sign such documentation required by the Uniform Commercial Code ("UCC"), any Title Documents and amendments thereto; granting Lessor full power to do any and all things necessary to be done as fully and effectually as Lessee might or could do. Lessee hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and is irrevocable.

12. LOSS OR DAMAGE. Lessee shall bear all risk of loss associated with an item of Equipment, including theft, destruction, or damage. No such loss shall relieve Lessee from any of its obligations under this Lease. In the event of any loss with respect to particular Equipment, Lessee shall either: (a) place such Equipment in good repair, condition and working order, (b) replace such Equipment with like equipment (of the same year, make, model and accessories or better) in good repair, condition and working order, or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all Rent and any other amounts, if any, due with respect to such Equipment as of the date of the loss (ii) the present value of all future Rent with respect to such Equipment discounted at 2%, plus (iii) the then estimated fair market value of such Equipment as of the end of the Initial Term of Lease for such Equipment (assuming no loss or damage).

13. INSURANCE. Lessee will provide, at its expense, property insurance for the Equipment, naming Lessor as loss payee. Lessee will also obtain a comprehensive general liability insurance policy covering any personal injury or third party property damage, naming Lessor as an additional insured. Lessee will provide Lessor evidence of such insurance when requested. Lessee shall notify Lessor of any cancellation, non-renewal or material change to such insurance 30 days prior to such change. If Lessee fails to maintain the required insurance on the Equipment, or provide proof of same to Lessor, Lessor may, at its sole discretion, obtain insurance to protect its interest in the Equipment and add an insurance charge to Lessee's monthly payment (of which Lessor may make a profit). Lessee appoints Lessor as Lessee's attorney-in-fact to request required insurance coverage, make claims, receive payments and execute and endorse all documents, checks, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

14. TAXES AND FEES. Lessee agrees to pay when due all license and registration fees, sales and use taxes, personal property taxes, fines and penalties and all other taxes and charges relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding any taxes based on Lessor's net income. If Lessor pays any taxes or fees for Lessee, Lessee agrees to reimburse Lessor immediately upon receipt of Lessor's invoice. At Lessor's option, Lessee agrees to remit, along with Lessee's rental payments under this Lease, an amount equal to a percentage of Lessor's reasonable estimate of the personal property taxes that will be assessable against the Equipment. Any such amounts remitted to Lessor will be credited by Lessor against Lessee's obligations under this paragraph. Lessee agrees to pay Lessor a tax administration fee for making any tax filings. The provisions of this paragraph shall survive the expiration of the Lease.

15. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER (INCLUDING, WITHOUT LIMITATION, ANY TRANSFER RESULTING FROM A DIVISION OF LESSEE INTO TWO OR MORE ENTITIES), OR SUBLEASE THE EQUIPMENT OR LESSEE'S INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease or its rights in the Equipment. Lessee agrees that if Lessor sells, assigns, or transfers this Lease, the new owner will have the same rights and benefits that Lessor has now and the new owner will not be subject to any claims, defenses or setoffs that Lessee may have against Lessor.

16. DEFAULT. Lessee will be in default if: (i) Lessee fails to pay any payment within ten days of its due date; (ii) Lessee does not perform any of Lessee's other obligations under this Lease or in any other agreement with Lessor or Lessor's affiliates; (iii) Lessee or any guarantor becomes insolvent, dissolves, or assigns its assets for the benefit of creditors, or enters any bankruptcy or reorganization proceeding; (iv) any guarantor of this Lease dies or does not perform its obligations under the guaranty; or (v) Lessee undergo a change in ownership or control of any type, including without limitation a division into two or more entities.

17. REMEDIES. If a default occurs, Lessor may do one or more of the following: (i) Lessor may cancel or terminate this Lease or any other agreement that Lessor has entered into with Lessee; (ii) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (a) the total of all unpaid Rent and any other amounts, if any, due under the Lease as of the date of default, plus (b) the present value of all future Rent due under the Lease discounted at 2%, plus (c) the Equipment's anticipated residual value, as determined by Lessor's books at the commencement of the Lease; (iii) Lessor may require Lessee to deliver the Equipment to Lessor as set forth above; (iv) Lessor or its agent may peacefully repossess the Equipment without court order and without liability for such entry or for damage to property or otherwise, and (v)

Lessor may exercise any other right or remedy available at law or in equity. Lessee agrees to pay all of Lessor's costs of enforcing Lessor's rights against Lessee including reasonable attorney's fees and Lessee will not make any claims against Lessor for damages or trespass or any other reason. If Lessor takes possession of the Equipment, Lessor may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after deducting all costs related to the sale or disposition of the Equipment) to the amounts that Lessee owes Lessor. Lessee agrees that if notice of sale is required by law to be given, ten days' notice shall constitute reasonable notice. Lessee will remain responsible for any amounts that are due after Lessor has applied such net proceeds.

18. INDEMNITY. Lessee assumes the risk of liability arising from possession, operation, or use of the Equipment. Lessee shall indemnify, defend and hold harmless the Lessor from any and all claims, costs, taxes, expenses, damages, and liabilities arising from or pertaining to the use, possession, or operation of the Equipment.

19. FINANCE LEASE; ARTICLE 2A WAIVER. Lessee agrees that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, Lessee agrees that either (a) Lessee has reviewed, approved, and received, a copy of the supply contract or (b) Lessor has informed Lessee of the identity of the supplier that Lessee may have rights under the supply contract, and that Lessee may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (SECTIONS 508-522) OF THE UNIFORM COMMERCIAL CODE ("UCC").

20. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lessor that: (i) the making of this Lease by Lessee is duly authorized on the part of Lessee and upon execution thereof by Lessee and Lessor shall constitute valid obligations binding upon, and enforceable against, Lessee, (ii) neither the making of this Lease nor the due performance thereof by Lessee, including the commitment and payment of the Rent, shall result in any breach of, or constitute a default under, or violation of, Lessee's certificate of incorporation, by-laws, or any agreement to which Lessee is a party or by which Lessee is bound; (iii) Lessee is in good standing in its state of incorporation and in any jurisdiction where the Equipment is located, and is entitled to own property and to carry on business therein; and (iv) all financial information provided by Lessee to Lessor is true, accurate and provides a good representation of Lessee's financial condition.

21. PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR. If Lessee fails to make any payment or perform any obligation required hereunder, Lessor may, but need not, make such payment or perform such obligation at the expense of Lessee. Any such expense incurred by Lessor shall constitute additional Rent due hereunder, payable upon demand. Such action by Lessor shall not be deemed a cure or waiver of any default by Lessee.

22. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "Embargoed Property" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "Reportable Compliance Event" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

23. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

24. MISCELLANEOUS. Lessee agrees that the terms and conditions contained in this Lease make up the entire agreement between Lessee and Lessor regarding the Lease of Equipment. The declaration of invalidity of any provision of this Lease and/or Guaranty shall not affect any part of the remainder of the provisions of this Lease and Guaranty. Any change in any of the terms and conditions of this Lease must be in writing and signed by Lessor. Lessee agrees however, that Lessor is authorized, without notice to Lessee, to insert the Lease Number, and to supply missing information or to correct obvious errors in this Lease. Lessee authorizes Lessor to adjust the amount of each rental payment by not more than 15% if either (i) the final Total Cash Price (which is all amounts Lessor has paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price, or (ii) comparable U.S. Treasury Note yields increase between the date Lessee signs this Lease and the Acceptance Date. Lessor shall not be obligated to purchase the Equipment if the actual Total Cash Price varies more than 15% from the Total Cash Price defined above. If Lessor delays or fails to enforce any of Lessor rights under this Lease, Lessor will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail or a nationally recognized overnight delivery service, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of Lessor's right and remedies shall survive and remain in full force and effect and be enforceable after the expiration or termination of the Lease for any reason. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rent in inverse order to maturity, and any remaining excess will be refunded to Lessee. Lessee agrees that Lessor may furnish Lessee's payment history relating to this Lease and all other leases between Lessee and Lessor to authorized third parties. If more than one Lessee has signed this Lease each of the Lessees agree that Lessee's liability is joint and several. Lessee agrees to promptly, at Lessee's expense, deliver such other reasonable documents and assurances, and take such further action as Lessor may request, in order to effectively carry out the intent and purpose of this Lease. LESSEE AGREES TO PAY LESSOR AN ORIGINATION FEE ON THE DATE THE FIRST RENTAL PAYMENT IS DUE TO COVER THE EXPENSES OF ORIGINATING THIS LEASE. This Lease may be signed in any number of counterparts. Lessee agrees that a facsimile or scanned copy of this Lease with facsimile or scanned signatures may be treated as an original and will be admissible as evidence of this Lease. The obligations evidenced by this Lease are not intended to be secured by real property as a result of cross-collateralization or otherwise, and any such lien shall be expressly disclaimed by Lessor.

25. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee's individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

26. ELECTRONIC SIGNATURES AND RECORDS. Notwithstanding any other provision herein, Lessee agrees that this Lease, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "Communication") may, at Lessor's option, be in the form of an electronic record. Any Communication may, at Lessor's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Lessor of a manually signed, paper Communication which has been converted into electronic form (such as a scanned into PDF format) for transmission, delivery and/or retention.

27. BENEFICIAL OWNERSHIP CERTIFICATION. If applicable, Lessee represents and warrants, as of the date hereof, and as of the date of execution of this Lease, that the information in the Certification of Beneficial Owner(s) ("Certification of Beneficial Owners") executed and delivered to Lessor on or prior to the date of this Lease, if any, as updated from time to time in accordance with this Lease, is true, complete and correct as of the date hereof and as of the date any such update is delivered. Lessee agrees that from the date of execution of this Lease until this Lease has been terminated, Lessee will provide: (i) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to Lessor, as and when requested by Lessor; (ii) a new Certification of Beneficial Owners in form and substance acceptable to Lessor when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to Lessor have changed; and (iii) such other information and documentation as may reasonably be requested by Lessor from time to time for purposes of compliance by Lessor with applicable laws (including without limitation the USA Patriot Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by Lessor to comply therewith.

Lessor: PNC Bank, National Association	**Lessee: Forest Lake Golf Club, LLLP**
Signature: X	Signature: X Kenneth C Fox SR.

Print Name: KENNETH C. LEZELL SR.	Print Name:
Title: MANAGING MEMBER	Title:
Date: 4/13/2024	Date:

Rental Commencement Date (if different than date above): WHEN DELIVERED

THIS LEASE IS NON-CANCELABLE

PNC EQUIPMENT FINANCE

Automatic Payment Authorization

A. CUSTOMER INFORMATION:

Customer Name(s)	Customer Number
Forest Lake Golf Club, LLLP	[redacted]

This Authorization For Automatic Withdrawal ("Authorization") given by Obligor authorizes Financier to withdraw funds from and/or to debit the account referenced below or in the attached voided check ("Account") in the amount of the monthly charges which may include, in addition to regular monthly payments, interim rent, taxes or other fees incurred from time to time on the above referenced Agreement together with any other agreements between Obligor and Financier entered into after the date of this Authorization (individually and collectively, the "Agreements"). This withdrawal will be made monthly on the due date specified in the Agreement. This Authorization will remain in full force until Obligor has notified Financier in writing at least 30 days in advance of its decision to terminate or suspend this Authorization or until all amounts due under the Agreement are paid in full. Obligor further acknowledges and agrees that suspension or termination of this Authorization will not relieve the Obligor or its guarantors of its obligation to make payments to Financier. Suspension or termination of this Agreement will constitute an automatic default on the Agreement or any other financing agreements with the Financier in the event this Authorization was a credit approval requirement.

Obligor agrees to maintain a balance in the Account sufficient to cover such monthly amounts. In the event any withdrawal made under this Authorization is not paid upon presentation, Financier reserves the right to cancel this Authorization and require Obligor to remit all payments and other sums due and payable under the terms of the Agreement directly to Financier. Obligor acknowledges and agrees that all payments due under the terms of the Agreement are the responsibility of Obligor. If any payment is not made due to the temporary suspension of service or cancellation or because of insufficient funds in the Account, Financier may at its discretion attempt to process the payment again and Obligor agrees to additional fees, which will be initiated as a separate transaction from the payment. If Financier is unable to process payments under this Authorization, Obligor shall be required to make the payment manually on time. If this is not done, late charges (as defined in the Agreement) shall apply.

Obligor agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this Authorization.

Signature below indicates that Obligor has verified and confirmed that all of the information provided above is correct. A copy of a voided check is attached to this Authorization.

ATTACH VOIDED CHECK HERE

A voided check from your checking account must be included in this application
(Do not use a deposit ticket or temporary check)

Customer: Forest Lake Golf Club, LLLP

Signature X Kenneth C Ezell SR.

Print Name KENNETH C. EZELL.

Title MANAGING MEMBER

Date 4-13-2024

PNC EQUIPMENT FINANCE

Customer Information

Lease # 99005307-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: Forest Lake Golf Club, LLLP	Federal Tax ID Number: 593177434

Preferred Method of Payment:

Is a Purchase Order required on Invoices? ☐ YES ☑ NO PO #_____

Please enter your preferred method (Mail/Email): marilee.ezell@gmail.com

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name: MARILEE EZELL | Email: marilee.ezell@gmail.com

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Ken Ezell Phone: 407/948-4736

Email: kezell@cecgolfdesign.com

Contact 2: John Viera Phone: 407/654-4653

Email: jviera@forestlake.com

I hereby attest the above information is accurate.

Signature	Date
X Kenneth C Ezell Sr.	4·13·2024

Email:

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Bank, National Association ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☑ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
☐ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments:

_____
_____
_____

Lease Number 99005307-1

Lessee: Forest Lake Golf Club, LLLP

Signature:	X Kenneth C Ezell Sr.
Print Name:	KENNETH C EZELL
Title:	MANAGING MEMBER
Date:	4-13-2024

PLEASE COMPLETE AND SIGN FORM

ANNUAL POND MANAGEMENT CONTRACT

PROPERTY NAME: Forest Lake GC
CONTRACT TERM: September 1, 2019 – August 31, 2020
SUBMITTED TO: Ken Ezell
SUBMITTED BY: Marti Veatch
SPECIFICATIONS: Annual pond maintenance at Lake Forest GC

Pond Aquatic Weed Control:

1. Pond(s) will be inspected on a one ***(1) times per month*** basis during the months of ***September through August***.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled thraugh the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aqualic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Aquatic Weed Control:

1. Shoreline areas will be inspected on a one ***(1) times per month*** basis during the months of ***September through August.***
2. Any growth of cattails, phragmites, or other unwarted shoreline vegetation found within the pond areas shall be treated and controlled through the applicotion of aquatic herbicides and aquatic surfoctants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bonk stabilization and erosion control shall be treated and controlled through the opplication of aquatic herbicides and aquatic surfactants os required to control the unwanted growth oresent at the time of applicatian.

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Water Quality Monitoring:

1. Pond water samples will be taken and tested **one (1) per year** for the following parameters:
   Temperature Dissolved Oxygen
   pH
1. The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each testing period.
2. Any data collected that needs immediate action to resolve an issue will be brought to the client's attention at once.

Pond Algae Control:

1. Pond(s) will be inspected on a one ***(1) times per month*** basis during the months of ***September through August.***
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will

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perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their ponds. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their ponds for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and wellbeing of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the client will be invoiced on the first day of each month.

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reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days post due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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6/20/2018 6/29/2018

COURSE INFORMATION

Ken Ezell

Forest Lake Golf Club, LLP

10521 Clarcona-Ocoee Road

Apopka FL 32703

COURSE TYPE *(Choose one)*

- ○ Private
- ● Public
- ○ Semi-Private
- ○ F&B Only

NUMBER OF HOLES

- ○ 9
- ○ 27
- ● 18
- ○ Other

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CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TOTAL
Teesnap Software Package (includes a Teesnap Access Station) *Each License covers up to 6 users*	5	$11,000	$5,500	$5,500

COMPONENTS/ADD-ONS	INCLUDED	MSRP	DISCOUNT	TOTAL
Email Marketing Tool (Email Journeys, Marketing Refresh API)	☑	$2,000	$1,000	$1,000
In-Person Training and Installation	☐			
Extra Day(s) of In-Person Training and Installation	☐			
Webinar Training	☐			

WEBSITE SERVICES	INCLUDED	MSRP	DISCOUNT	TOTAL
Website Basic + Form Submissions - 10 pages or less *(SM Claiming, SM Syndication, Blog, Online Store)*	☑	$2,000	$1,000	$1,000
Website Intermediate + Form Submissions - 20 pages or less *(SM Claiming, SM Syndication, Blog, Online Store)*	☐			
*Website Advanced + Form Submissions - 40 pages or less *(SM Claiming, SM Syndication, Blog, Online Store)*	☐			

PROFESSIONAL SERVICES	INCLUDED	MSRP	DISCOUNT	TOTAL
Email Only Managed Marketing Services	☐			
Full Managed Marketing Services	☐			
Full Managed Marketing Services plus Revenue Management	☐			

PROFESSIONAL SERVICES TOTAL

TOTAL MSRP	$15,000
TOTAL DISCOUNT	$7,500
6-1-2019 THRU 5-31-2020 → **TOTAL ANNUAL PRICE (WITHOUT TAX)**	$7,500

PROCESSING FEE 6·20·2018 THRU 5·31·2020 $3,350.00

A 2.3 % processing fee will be charged on all credit and debit card transactions. The fee will be deducted from Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states (CT, NM, OH, and the District of Columbia).

KC

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PAYMENT & PRICING *(Please choose one)*

DAILY PAYMENT

Payment(s) will be automatically deducted from the remittance. This agreement is valid for one year from the start date. 30-day written notice cancellation policy.

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of $ plus tax* for months, starting on

If the monthly installment amount is not paid in full from the 1st day's remittance, the remaining balance will be deducted on subsequent days until full balance is paid. Initial payment is due in full within 30 days of installation date.

✓ ANNUAL PAYMENT

You agree to pay Teesnap $ ~~7,500~~ 3,350 plus tax* as an one-time annual payment. 5/31/2019

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on 5/31/2020 KCE at 11:59pm PST.

The installation date will not be set until payment clears. Not subject to refunds (see Section 5.4 for details.)

** Please note that for installment plans (daily and monthly payment schedules) tax rates for any Taxes collected may be subject to change based on applicable government laws and/or regulations.*

You agree to pay Teesnap $ 7,500 6-1-19 - 5-31-2020. KCE

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of [DATE] (the "Effective Date") is made and entered into by and between [CUSTOMER NAME], a golf course with its principal place of business at [ADDRESS] (hereinafter the "Customer" and/or "Golf Course"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 1201 N. Town Center Drive, Las Vegas, NV 89144 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap will provide the System for booking golf course reservations and related services, for processing of retail purchases from the Golf Course's pro shop, payment and collection of fees, and charges from the Golf Course's customers.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:

1.1 Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.

1.2 System will be installed on [DATE] (the "Installation Date").

1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

2.1 On or after the Installation Date, Teesnap will conduct an onsite installation and training session of the System at the Golf Course. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:

a. Customizing Customer's account with Teesnap;

b. Customizing Customer's administrative environment for all related personnel and products;

c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and

d. All other steps required for the operation of the System.

2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.

2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account.

SECTION 3. SYSTEM PARTICIPATION

3.1 **Golf Course Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Golf Course and its service offerings ("Golf Course Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Golf Course Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Golf Course Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.

3.2 **Promotion of Golf Course.** Teesnap will coordinate with Customer to market the Golf Course Offerings. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.

3.3 **Responsibility for Golf Course Offering.** Customer represents that all services provided by the Golf Course for customers booking through the System will be consistent with prevailing industry standards for similar golf courses in the area. Customer will be responsible for all customer service with respect to the Golf Course Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Golf Course Offerings or the fulfillment of the Golf Course Offerings.

3.4 **Processing of Sale.** All sales transactions for the Golf Course will be processed through the System with Teesnap as the Merchant of Record. Customer agrees that the System will be the exclusive reservation and retail system used by the Golf Course, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.

3.5 **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Golf Course and the Golf Course Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Golf Course or Golf Course Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Golf Course and Golf Course Offerings.

3.6 **Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Golf Course Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.

3.7 **Press Release.** Teesnap may, in its sole discretion, include Customer and the Golf Course in any press release regarding the Golf Course Offerings described herein or otherwise identify Customer as one of its golf course clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.

3.8 **PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole

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SECTION 4. PAYMENT TERMS

4.1 System Pricing. In return for the System provided by Teesnap to Customer hereunder, Customer shall pay to Teesnap the fees in the amounts set forth on page 2 of this Agreement, and will pay according to the payment method selected on page 2 of this Agreement.

4.2 Additional Items. For each additional day required to finish installation and to complete training, Customer will be charged an additional daily rate as described on page 2 of this Agreement.

4.3 Currency. All payments hereunder shall be in US Dollars (USD) and made by [CHECK or ELECTRONIC TRANSFER].

4.4 Customer Products Pricing. All prices for the Golf Course Offerings shall be established by the Customer. Any price changes to the Golf Course Offerings shall become effective once loaded into the System.

4.5 Customer Sales and Payment Processing. Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Golf Course's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Golf Course shall be responsible for handling and processing of all cash activities.

4.6 Payments to Golf Course. The System will process all credit and debit card activities for the Golf Course based on the CST time zone regardless of Customer's local time zone. Teesnap will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days after Teesnap receives the funds from the processor. Teesnap will not float cash to the Customer. Proceeds will be based on net sales which is the total credit and debit activities less:

a. Refunds issued by the Golf Course, if any; and

b. Payment amounts agreed upon outlined on page 2 of this Agreement.

4.7 Sales Period. A sales period will be for 24 hours beginning at 12:00 a.m. and ending at 11:59 p.m. of the same day local time where the Golf Course is located (the "Period"). Period timing is subject to change to enhance report functionality for both Teesnap and the Customer. If such change is to be made, Customer will be notified. Weekend remittance processing schedule will be as follows:

a. Friday's and Saturday's activity will be combined as one remittance; and

b. Sunday's activity will be funded on the following day of Friday's and Saturday's remittance.

4.8 Taxes.

Taxes Related to Golf Course Offerings:

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Golf Course Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.

Taxes Related to Teesnap Services:

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.

4.9 Reports. Teesnap will provide comprehensive reports summarizing Customer's activities for:

a. Each Period;

b. All tax related reporting including state, county, and local taxes; and

c. Any other activity designated by Customer.

4.10 Chargebacks. Customer may receive a chargeback from a customer or a credit card company (the "Payment Brand") for a number of reasons under the Payment Brand rules. The following are some of the most common reasons for chargebacks, and in no way is this intended to be an exhaustive list of possible chargeback reasons:

1) Customer's failure to issue a refund to a customer upon the return or non-delivery of goods or services;

2) A required authorization/approval code was not obtained;

3) The transaction data was prepared incorrectly or fraudulently;

4) Customer disputes the transaction or authenticity of the signature of the transaction data or payment instrument, or claims the transaction is subject to a set-off, defense, or counterclaim; or

5) The customer refuses to make payment for a transaction because the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved in an unsatisfactory manner.

4.11 Excessive Chargebacks. If Customer receives an excessive amount of chargebacks, as determined by the Payment Brands, Teesnap may take the following actions: (i) review Customer's internal procedures relating to acceptance of payment instruments and notify Customer

to pay any and all penalties, fees, fines and costs assessed against it relating to the violation of this Agreement or the Payment Brand rules with respect to Customer's acceptance of payment instruments, Customer's transactions or with respect to excessive chargebacks under this section.

SECTION 5. TERM AND TERMINATION

5.1 Term. This Agreement is effective as of the Effective Date set forth above and will remain in effect for one (1) year (the "Term"). After the initial Term and until terminated by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.

5.2 Termination for Convenience. Either Party may terminate this Agreement at any time, with or without cause and without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with thirty (30) days advance written notice.

5.3 Termination by Breach of Agreement. In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.

5.4 Effects of Termination. If Customer terminates this Agreement per the provisions of section 5.2, or if Teesnap terminates this Agreement per the provisions of section 5.3, Customer shall i) forfeit any and all pre-paid expenses and fees; or ii) pay Teesnap, within fifteen (15) days from the date of termination, any and all outstanding payments due Teesnap. If Customer's billing schedule is either daily or monthly, and Customer terminates this Agreement for any reason within ninety (90) days from the Installation Date, Customer shall pay Teesnap a flat fee of one thousand five hundred dollars ($1,500) as reimbursement to Teesnap for travel expenses. Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap.

teesnap **CUSTOMER AGREEMENT FORM** V4.0

SECTION 6. INDEMNIFICATION

6.1 By Customer. Customer agrees to indemnify, defend and hold Teesnap and its subsidiaries, affiliates, parent company, and their respective officers, directors, shareholders, employees, agents, and contractors (the "Indemnitees"), harmless from and against any and all demands, claims, causes of action, damages, liabilities, fines and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), including without limitation direct and indirect, incidental or consequential damages, that are directly or indirectly related to (i) the operation of the Golf Course (ii) Customer's performance of the Agreement, (iii) Customer's failure to comply with any obligations set forth in the Agreement, (iv) the damage or destruction of real or personal property or personal injuries (including death), (v) the intentional, reckless or negligent acts or omission of Customer or its officers, directors, shareholders, employees, agents, contractors, subsidiaries and affiliates, (vi) Customer's failure to comply with applicable laws, regulations or orders, or (vii) any claim or cause of action by or on behalf of Customer's employee(s) against Teesnap, including without limitation, worker's compensation or personal injury, employment benefits, or any federal or state employment law or regulation. The obligations of this section shall survive the expiration or termination of this Agreement.

6.2 Limitation of Teesnap's Liability. Teesnap's sole and complete liability to Customer with respect to its services shall be limited to the amount actually paid to Teesnap pursuant to this Agreement within the three (3) months prior to such claim. In no event shall Teesnap be liable to Customer or any other third party for any claims relating to the use of Customer's goods and services, including but not limited to claims relating to injuries, illness or death.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Forest Lake Golf Club, LLP	Teesnap, LLC
Course Signature	
Course Signature Date	Date
Signature Field	Signature
Ken Ezell	Printed Name
Owner / MANAGER	Title

Lessee

PNC EQUIPMENT FINANCE

Equipment Lease Agreement (SME)

Full Legal Name:
Forest Lake Golf Club, LLLP

Lease Number: 99005307-1
Date: April 10, 2024

Street Address:	County:	City:	State:	Zip:
10541 Clarcona Ocoee Road		Apopka	FL	32703

☐ Equipment Description and Equipment Location Address: See Schedule A

Quantity	Description	Serial No.
25	2022 E-Z-GO RXV ELITE	5680082
1	2022 E-Z-GO RXV ELITE	5680089
1	2022 E-Z-GO RXV ELITE	5680093
1	2022 E-Z-GO RXV ELITE	5680075
1	2022 E-Z-GO RXV ELITE	5680097
1	2022 E-Z-GO RXV ELITE	5680084
1	2022 E-Z-GO RXV ELITE	5680094
1	2022 E-Z-GO RXV ELITE	5680085
1	2022 E-Z-GO RXV ELITE	5680095
1	2022 E-Z-GO RXV ELITE	5680096
1	2022 E-Z-GO RXV ELITE	5680086
1	2022 E-Z-GO RXV ELITE	5680083
1	2022 E-Z-GO RXV ELITE	5680087
1	2022 E-Z-GO RXV ELITE	5680080
1	2022 E-Z-GO RXV ELITE	5680091
1	2022 E-Z-GO RXV ELITE	5680073
1	2022 E-Z-GO RXV ELITE	5680079
1	2022 E-Z-GO RXV ELITE	5680074
1	2022 E-Z-GO RXV ELITE	5680092
1	2022 E-Z-GO RXV ELITE	5680077
1	2022 E-Z-GO RXV ELITE	5680076
1	2022 E-Z-GO RXV ELITE	5680078
1	2022 E-Z-GO RXV ELITE	5680090
1	2022 E-Z-GO RXV ELITE	5680088
1	2022 E-Z-GO RXV ELITE	5680081

Payment Schedule

Initial Term: 39 months	Rental Payment (plus applicable taxes): $2,952.70	Payment Frequency:	☒ Monthly ☐ Quarterly ☐ See Attached Payment Schedule
Payments:	Documentation Fee: $250.00	End of Term Option:	☒ FMV- Cars ☐ Rental ☐ PUT - _____ ☐ FMV – Turf (Annual Hours _____) ☐ $1 Out

☐ See attached for variable Payment Schedule

Short Form Lease Agreement Terms and Conditions

1. Agreement. PNC Bank, National Association ("Lessor") agrees to lease to Lessee the equipment listed above or on any attached Schedule A ("Equipment"), which is made a part hereof. Lessee promises to pay Lessor the rental payments according to the Payment Schedule shown above, plus all other charges. By signing this lease agreement ("Lease"), Lessee acknowledges and agrees that: it has read and understands the terms and conditions of this Lease; this Lease becomes effective only upon written acceptance by an authorized employee of Lessor; this is a net lease; it cannot terminate or cancel this Lease; it has an UNCONDITIONAL OBLIGATION to make all payments due under this Lease; it cannot withhold, set off or reduce such payments for any reason; it will use the Equipment only for business purposes; the person signing this Lease has the authority to do so; and it entered into this Lease rather than purchase the Equipment.

2. Term and Rent. The Initial Term of the lease of the Equipment shall commence upon the Lease Commencement Date, which is the earlier of (i) the date of delivery of the Equipment to Lessee unless Lessee notifies Lessor in writing, within ten days after equipment delivery, of Lessee's non-acceptance, (ii) the delivery to Lessor of a written certificate of acceptance if requested by Lessor, or (iii) a verbal verification of acceptance if requested by Lessor, and shall continue until expiration of the number of payment periods specified above after the Rental Commencement Date, which shall be the first day of the first calendar month following the Lease Commencement Date or any later date selected by Lessor. Additionally, Lessee shall, upon demand, pay, as Rent, daily interim rent, on all Equipment subject to this Lease, for the period from the date of delivery of Equipment (or any part thereof) to and including the day immediately preceding the Rental Commencement Date. The daily rent will be calculated on a 360-day year. No portion of any rental payments shall be deemed to constitute payment for any equity interest in the Equipment. You authorize us to change the Rent by not more than 15% (i) due to changes in the Equipment configuration or (ii) comparable U.S. Dollar swaps increase between the date you sign this Lease and acceptance of the Equipment by you. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. If any payment due under this Lease is not paid within five days of its due date, Lessee shall pay Lessor a late charge not to exceed 10% of each late payment (or such lesser rate as is the maximum rate allowed by applicable law).

3. Ordering Equipment; Delivery and Acceptance. If Lessee entered into any purchase or supply contract with any supplier, Lessee assigns to Lessor Lessee's rights under the supply contract, but none of Lessee's obligations, except for the obligation to pay for Equipment if it is accepted by Lessee according to the terms of this Lease. If Lessee has not entered into a supply contract, Lessee authorizes Lessor to enter into a supply contract. Lessee shall arrange for the delivery of the Equipment to Lessee. Lessee shall inspect the Equipment immediately upon Lessee's receipt of the Equipment to determine if it is in good working condition. The Equipment will be deemed irrevocably accepted by Lessee upon the earlier of: (i) the date of delivery of the Equipment to Lessee unless Lessee notifies Lessor in writing, within ten days after equipment delivery, of Lessee's non-acceptance (ii) the delivery to Lessor of a written certificate of acceptance if requested by Lessor, or (iii) a verbal verification of acceptance if requested by Lessor ("Acceptance Date").

4. Termination by Lessor. Lessor shall have the exclusive option to terminate this Lease if within 90 days after Lessee has signed this Lease, the Equipment has not been delivered to Lessee, or Lessee has not accepted the Equipment as provided above.

5. Forum, Law & Jury Waiver. This Lease shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of laws principles. Lessee hereby irrevocably consents to the exclusive jurisdiction of any state or federal court within the Commonwealth of Pennsylvania; provided that

91039

OWENS PEST CONTROL

Check Number 91039
Check Date Mar 13, 2025

Check Amoun $1,148.07

Item to be Paid - Description	Discount Take	Amount Pai
39068		1,148.07

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

FIFTH THIRD BANK
83-193/631

91039

FOREST LAKE GOLF CLUB, LLLP
10521 CLARCONA-OCOEE RD
APOPKA, FL 32703

Check Number 91039

DATE Mar 13, 2025

Memo:

AMOUNT
$ 1,148.07

One Thousand One Hundred Forty-Eight and 07/100 Dollars

PAY TO THE ORDER OF:
OWENS PEST CONTROL
P.O. BOX 1788
APOPKA, FL 32704-1788

AUTHORIZED SIGNATURE

[redacted]

FOREST LAKE GOLF CLUB, LLLP

91039

OWENS PEST CONTROL

Check Number 91039
Check Date Mar 13, 2025

Check Amoun $1,148.07

Item to be Paid - Description	Discount Take	Amount Pai
39068		1,148.07

LMPS8 M/P CHECK

INVOICE

Owens Pest Control, LLC
P.O. BOX 1788
APOPKA, FL 32704

sowens40@aol.com
+1 (407) 880-6996

Bill to
Forest Lake Golf Club
10521 Clarcona Ocoee Rd.
APOPKA, FL 32703

Ship to
Forest Lake Golf Club
10521 CLARCONA OCOEE RD.
APOPKA, FL 32703

Invoice details
Invoice no.: 39068
Terms: Due upon receipt
Invoice date: 03/04/2025
Due date: 03/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**GHP**	General Household Pest Control	1	$428.00	$428.00
2.		**TERMITE RENEWAL**	ANNUAL RENEWAL 2025-26	1	$650.00	$650.00

Subtotal	$1,078.00
Sales tax	$70.07
Total	**$1,148.07**

Gmail Marilee Ezell <marilee.ezell@gmail.com>

FW: Kitchen grease exhaust cleaning service with Mid Florida Hood

1 message

Dan Tanski <midfloridahood@gmail.com> Fri, Mar 14, 2025 at 2:19 PM
Reply-To: midfloridahood@gmail.com
To: marilee.ezell@gmail.com

Here's the email about your hood cleaning service with mid florida hood.

Sincerely,

Keri Tanski

(407) 703-7692

Dan's Cell (407) 300-3433

Mid Florida Hood LLC

From: Dan Tanski <midfloridahood@gmail.com>
Sent: Thursday, March 13, 2025 5:33 PM
To: 'zebraell@gmail.com' <zebraell@gmail.com>; 'merrily.ez@gmail.com' <merrily.ez@gmail.com>
Subject: Kitchen grease exhaust cleaning service with Mid Florida Hood

Merrily,

Mid Florida Hood handles your kitchen's grease exhaust system cleaning. This is a service that's required by the state as a fire prevention service.

We don't have a written contract with you. All we ask is that you let us know if you switch companies so we're aware & to stop the reminders from being sent.

Our reminders are sent by email, starting 10days before the service is due,3days before,7days after then 30days & 60days after.

Emails on file; johnv@forestlakegolf.com JUST ADDED; marilee.ezell@gmail.com

I also try to call but I have another full-time job so phone calls get missed more than I'd like to admit.

This is how your account is set up with us;

2015 Job Assignment: Semi Annual cleanings at a Flat 3hr Rate *unless overdue by 30+days then extra time incurs additional labor fees.

Your frequency was originally assigned with Quarterly cleanings. At some point this was switched from Quarterly to Semi Annual cleanings.

I'm not sure if your cooking volume changed or if this was a customer request but as long as your fire inspector is ok with semi annual cleanings, that's fine with us.

All jobs; Fuel Surcharge: up to 30miles each way =1x $25, <30miles each way =2x $25 --This account = 1.

Our 2025 hourly cleaning rate was changed from $150/hr (2022 Rate / minimum rate = $500) to $200/hr (2025 Rate w/a minimum rate of a 3hr job).

We apologize for the steep increase but it was required to achieve a profit worth staying in business. To be effective with your next service.

FYI: Last service was in January 2025, next service due July 2025.

Let me know if need anything else.

Sincerely,

Keri Tanski

(407) 703-7692

Dan's Cell (407) 300-3433

Mid Florida Hood LLC

LYNCH OIL

1244 E. Carroll St., P.O. Box 450669 • Kissimmee, FL 34745
407-847-4161 • 800-874-4161 • Fax: 407-847-5111

May 26, 2010

FOREST LAKE COUNTRY CLUB
Attn: Susan Muller
PO Box 158
Ocoee, FL 34761

Recently RC Dunn Oil has asked Lynch Oil Company to provide fuel delivery service to their customers. They have decided to focus on their lubricant & chemical business, and are no longer delivering fuel. We are honored that they would choose Lynch Oil to take care of their customers. We will work hard to gain the respect and loyalty that you have shown RC Dunn.

Thank you for your interest in opening an account with Lynch Oil!

It is our pleasure to advise you that your application for credit has been approved.

As we continually look for ways to remain competitive in the market, you can help us by maintaining your account within the terms that have been established. Invoices are due **10 days from date of delivery**. Your overall **credit limit is $2,000.00**. All invoices are payable within terms even if the credit limit has not been exceeded. Unless full payment is received, a service charge may be assessed at the end of the month.

It is easier to pay invoices through our **Electronic Funds Transfer Program**. Attached is an EFT authorization form to be completed. Any questions please call Laurie at (407) 847-4161 ext. 15.

Please return the original credit application and completed EFT authorization form to the address listed above.

We want to thank you for selecting Lynch Oil Co., Inc for all your petroleum needs. Our commitment to meeting all those needs is our most important job. We sincerely appreciate your business.

With Kindest Regards,
Lynch Oil Company, Inc.

Laurie Martin
Credit Manager

Craig Lynch
President

LYNCH OIL COMPANY, INC. HOUSE

P.O. Box 450669: Kissimmee, FL 34745-0669, Phone: (407) 847-4161, Fax: (407) 847-5111

CREDIT SALES AND PAYMENT AGREEMENT

Applicant Forest Lake Golf Club, LLP Date Established _____

DBA Same Federal ID # 59-3177434

Physical Address 10521 Clarcona-Ocoee Rd. City Ocoee

State FL Zip 34761 Phone (407) 654-4653 FAX (407) 654-2741 D&B# _____

Billing Address if Different from above P.O. Box 158

Full Name of Principal Officers: Kenneth C. Ezell Social Security # [redacted]

George M. Clifton Social Security # [redacted] Referred By: _____

Accounts Payable: Contact Susan Muller Phone (407) 654-4653

Invoice Method: ☐ E-Mail : _____ ☐ Fax # (___) _____

Fuel Payment Terms: ☐ EFT Net 12 ☐ NET 10 ☐ COD Est. Monthly Credit $ _____

List Current Trade References you have done business with for at least one year.

Company	Address	Phone Number	Account Number	Fax Number
Florida Irrigation	300 Central Park Dr. Sanford, FL 32771	(407) 995-9095	5403	(407) 995-9793
Howard Fertilizer	P.O. Box 628202 Orlando, FL 32862	(407) 855-1841	300500	
Land Jr	202 N. Laurel Ave. Sanford FL 32771	(407) 330-2892		(407) 321-1939

Your credit Account will be subject to the following terms and conditions. Applicant agrees that seller Lynch Oil, P.O. Box 450669, Kissimmee, Florida 34745-0669, to pay for all purchases in accordance with the seller's terms. Delinquent accounts are subject to finance charges. The finance charge is computed by periodic rate of 1.5% per month, which is an annual percentage rate of 18% applied to the previous unpaid balance. Applicant assumes full responsibility for payment of all materials purchased from Lynch Oil. Applicant agrees to notify seller in writing within ten (10) days of receipt of invoice of any discrepancy in billing. Failure to notify Lynch Oil signifies total acceptance and responsibility for prompt payment in full of account. Any modification and/or alteration by purchase order, purchase agreement, or contract must be in writing and signed by an Officer of Lynch Oil. This provision takes precedence over all subsequent action: written, oral, direct, or implied. If materials ordered are to be delivered to a construction job site applicant assumes liability for the materials at the time of delivery whether or not Applicants representative is on hand to acknowledge receipt of delivery. A service fee will be added to fuel deliveries under 100 gallons. Applicant agrees to pay standard delivery charges as billed. Applicant agrees to supply Lynch Oil with "Notice of Commencement," purchase orders, job numbers and job addresses. Applicant agrees to pay $39 for NSF or ACH charge backs.

Lynch Oil reserves the right to send out "Notice to Owners" and file liens on past due accounts and use any legal means available to force collection, if such action becomes necessary. Should any portion of this account be referred to an attorney for collection, applicant is required to pay all expenses of collection including reasonable attorney's fees, whether or not suit is filed. Applicant consents to venue in Orange or Osceola County court selected by Lynch Oil. By using this credit account, applicant signifies total acceptance of these terms and conditions. With respect to all Merchandise purchased from Lynch Oil, Lynch Oil hereby disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose and shall not be liable for any loss or damage, directly or indirectly arising from the use of such products or for any consequential or incidental. The undersigned has the full authority to bind the applicant to terms of this credit application.

Owner/Officer: [signature] Title Pres Owner/Officer: [signature] Title V-Pres

Print Name: Kenneth Ezell Date 5/25/10 Print Name: George M. Clifton Date: 5/25/10

For value received and to induce Lynch Oil to undertake or continue to sell goods and/or lease property to applicant, the undersigned, jointly and severally hereby unconditionally and absolutely personally guarantees payment when due of any and present and future indebtedness owed to Lynch Oil by the applicant and hereby agree to pay such indebtedness punctually if default in payment thereof be made by the applicant. The undersigned expressly waive notice of acceptance of guaranty, demands, notices of non-payment and any right to require Lynch Oil to first proceed against the applicant or exhaust any security held from applicant or pursue any other remedy in your power whatsoever, and consent to any extensions of time of payment of all or any of the indebtedness hereby personally guaranteed. Without in any way limiting the generality of the forgoing the undersigned acknowledge that this guaranty encompasses applicants purchases of goods on account (including credit card purchases) and service, handling and delinquency charges incurred thereon applicants rental obligations for leased real and personal property money borrowed by applicant whether occurred or not, and interest thereon, and applicants obligations to account for goods consigned to or in the care or custody of applicant. This personal guarantee is unlimited as to the amount and time, but maybe revoked by the undersigned effective five days after receipt by due of notice to that effect signed by the undersigned and delivered to Lynch Oil at 1244 E Carroll Street, Kissimmee, Florida, but such revocation shall not affect liability on any indebtedness than existing. Furthermore, the undersigned agree that in the event of death of one or more of the undersigned persons decedents heirs executors and administrators shall be bound hereby until actual knowledge of such death shall come to the attention of Lynch Oil. The undersigned will indemnify Lynch Oil, for attorney's fees, court costs and other legal expenses incurred, by Lynch Oil in enforcing this personal guaranty.

Guarantor: _____ Guarantor: _____

Print Name: _____ Date _____ Print Name: _____ Date: _____

Driver's License #: _____ Driver's License #: _____

Co-Guarantor (Spouse): _____ Co-Guarantor (Spouse): _____

Print Name: _____ Date _____ Print Name: _____ Date: _____

Driver's License #: _____ Driver's License #: _____

Purchaser (Corporate Name): FOREST LAKE GOLF CLUB LLLP

d/b/a: FOREST LAKE GOLF CLUB

Street: 10521 CLARCONA- OCOEE RD

City: Apopka State: FL Zip: 32703

Telephone: _____ Effective Date: 7/11/24

Bulk CO_2 Plan / Installation Type:

X Equipment Rent Product Purchase Plan ___Budget Plan*

___ Product Purchase Plan ___Other Plan Type

X Standard Installation (waived)

___ Non-Standard Installation (_____)

As of the Effective Date, the undersigned ("PURCHASER") with respect to its locations set forth on the attached Store Location Listing (each, a "Location" and, collectively, the "Locations") agrees to exclusively (i) purchase from $NuCO_2$ LLC ("SELLER") its entire present and future requirements of carbon dioxide and nitrogen ("Product"), (ii) rent from SELLER the equipment described in Section 1 below, and (iii) procure from SELLER the services designated in Section 1 below, **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

1. Equipment, Product and Services:

Equipment	Monthly Fee per Unit of Equipment	No. Of Units per Location
Bulk CO_2 Tank	60.73	1
XactCO_2HP		
XactMix®	77.53	1
XactN_2® High Flow		
XactN_2® Low Flow	171.92	1
Gas Detection System – Central Unit	10.58	1
Gas Detection System – CO2 Sensor	15.87	1
Gas Detection System – O2 Sensor	28.75	1
Safety Mode Box with Shutoff Valve		
Gas Detection System - Power Monitor		
Other Products/Equipment/Services (see Exhibit A)	12	3

Product Plans:

Product Rate (per pound of Liquid CO_2) or Monthly Budgeted Amount*	Annual Allowance of Liquid CO_2 per Unit**	Overage Rate (per pound of Liquid CO_2)
.32		

GCMC

**The maximum usage threshold for the XactCO_2HP budget plan is 250 lbs. per month or 3,000 lbs. per year.*

*** The sum of the Annual Allowance of Liquid CO_2 per Unit for all rented Bulk CO_2 Tanks is hereinafter referred to as the "Annual Aggregate Amount." The Annual Aggregate Amount does not apply to the XactCO_2HP budget plan. The Annual Aggregate Amount shall be (i) subject to pro-ration during each twelve-month contract year (e.g., the first contract year will run from the Effective Date of this Agreement until the first anniversary of the Effective Date of this Agreement) to take into account any Additional Locations subject to this Agreement and any updates to the Store Location Listing effected by the parties, and (ii) blanketed over the Locations set forth on the Store Location Listing (as such listing may be updated). If PURCHASER exceeds the Annual Aggregate Amount during any twelve-month contract year, PURCHASER shall pay SELLER the Overage Rate for each pound of liquid CO_2 delivered by SELLER in excess of such Annual Aggregate Amount during such contract year. At least sixty (60) days prior to each anniversary of the Effective Date, PURCHASER may request that SELLER adjust PURCHASER's designated Budget Plan tier; such tier adjustment to take effect as of the anniversary of the Effective Date.*

A. All equipment described in the above table (including necessary piping, lines, fittings, etc. as determined by SELLER) and any other equipment supplied by SELLER to PURCHASER (e.g. high pressure cylinders) that is not identified in the table above (collectively, "Equipment") shall be supplied in accordance with SELLER's then current price schedule.

B. Any industrial gas product supplied by SELLER to PURCHASER that is not identified in the table above shall be supplied in accordance with SELLER's then current price schedule.

C. Services offered by SELLER may include, without limitation, bollard installation, gas detection system functional verification, equipment inspection, and telemetry, all as set forth on Exhibit A attached hereto (collectively, the "Services"). During the Term, PURCHASER may request SELLER to perform one or more of the Services, and SELLER reserves the right, on reasonable prior notice to PURCHASER, to install any Equipment and/or activate any Service at a Location at SELLER's then applicable rates if necessary to improve service reliability or if required by applicable law to ensure that Location's regulatory compliance.

2. Payments; Annual Price Adjustment: Interest shall accrue at the rate of 1½% per month or the maximum permitted by law, whichever is less, on all unpaid balances 30 days or more in arrears. All payments shall be made by PURCHASER without set-off or deduction of any kind. On each anniversary of the Effective Date of this Agreement, the Monthly Fees, the Product Rate, and the Overage Rate then in effect shall be increased by an amount equal to the greater of (a) five (5%) percent or (b) the percentage change in a U.S. Department of Labor price index selected by SELLER to reflect SELLER's increased costs. By paying the amount specified on SELLER's invoice without dispute, PURCHASER shall be deemed to agree to the pricing, Charges and Surcharges (as defined in Section 6 below), and any high-pressure cylinder balance set forth on SELLER's invoice.

3. Other Price Changes: SELLER will have the right to adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (a "Price Adjustment Notification"). If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides SELLER with a copy of a bona fide written offer from a reputable vendor of beverage gases offering Equipment and Product in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after SELLER's receipt of the Competitive Offer, SELLER (at SELLER's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If SELLER makes the Price Match, SELLER shall have the right, in SELLER's sole discretion, to extend the term of this Agreement for up to six (6) years from the date SELLER implements the Price Match. Changes in prices pursuant to Section 2 or Section 6 of this Agreement shall not constitute a Price Adjustment for purposes of this Section.

4. Term and Termination: The term of this Agreement shall commence on the Effective Date and shall, subject to Section 3 hereof, terminate six (6) years thereafter (the "Initial Term"). Unless one of the parties has notified the other party of its intention not to renew this Agreement at least twelve (12) months prior to the expiration of the Initial Term or any Renewal Period, as the case may be, this Agreement shall automatically renew for successive six (6) year periods (each, a "Renewal Period" and, together with the Initial Term, the "Term"). For greater clarity, if, at PURCHASER's request and to meet PURCHASER's requirements, SELLER provides additional Equipment to an existing Location or installs Equipment at any Additional Location, then a new Initial Term shall be deemed to be effective as to that Location or Additional Location, as the case may be, commencing upon the installation date of that Equipment at any Location, or Additional Location, as the case may be. SELLER may terminate this Agreement for safety and/or service coverage area concerns upon thirty (30) days prior notice to PURCHASER, or such earlier time as may be warranted by SELLER's safety concern.

5. Delivery: SELLER may anticipate PURCHASER's requirements for Product and deliver Product at such times as are consistent with SELLER's delivery schedule. The delivery of Product by SELLER will constitute PURCHASER's purchase thereof, and the quantities delivered will be measured by SELLER by the method it regularly uses for deliveries. Title, costs and all risk of loss/damage to Product shall pass to PURCHASER upon delivery of Product into the Equipment. PURCHASER grants to SELLER the right of twenty-four (24) hour access to the site of any Equipment supplying any Location or Additional Location, and if (a) PURCHASER fails to grant or delays such access, or (b)

SELLER is unable to deliver Product at any time consistent with SELLER's delivery schedule or otherwise in accordance with the terms of this Agreement due to any act or omission of PURCHASER, PURCHASER will pay SELLER's then applicable delivery charge for averted and/or delayed deliveries.

6. Charges and Surcharges: PURCHASER shall pay SELLER any applicable service charges, delivery charges, including emergency out of gas delivery charges, surcharges (including an energy or fuel surcharge for delivery of Product (per PURCHASER Location) in accordance with SELLER's then current energy or fuel surcharge), and other charges or surcharges (collectively, "Charges and Surcharges") applicable to SELLER's customers generally and in effect from time to time. Charges or Surcharges may be adjusted from time to time on at least one month's prior notice as indicated on SELLER's invoice and may be assessed by SELLER monthly or following delivery of Product, Equipment or Services, as determined by SELLER.

7. Taxes and Permits:

A. PURCHASER is not liable for any net income or franchise taxes that SELLER is legally obligated to pay.

B. PURCHASER will pay SELLER sales, use, or value added taxes it owes due to this Agreement that the law requires SELLER to collect from PURCHASER. If PURCHASER provides SELLER a valid exemption certificate, SELLER will not collect the taxes covered by such certificate. Should PURCHASER's exemption certificate be disallowed, SELLER will bill PURCHASER for any applicable taxes (plus penalties and interest) associated with completed transactions for which SELLER had not collected applicable taxes. If the law requires PURCHASER to withhold taxes from payments to SELLER, PURCHASER may withhold those taxes and pay them to the appropriate taxing authority. PURCHASER will deliver to SELLER an official receipt for such taxes. PURCHASER will use reasonable efforts to minimize taxes withheld to the extent allowed by law.

C. PURCHASER shall pay SELLER for all applicable personal property taxes on the Equipment together with a personal property tax preparation service charge retained by SELLER.

D. PURCHASER will obtain, at its sole cost and expense, all permits and licenses in any manner connected with the presence of Product at a Location or the operation and/or use of the Equipment (including, without limitation, permits and licenses associated with the use and/or operation of Bulk CO2 Tanks, draught beer equipment, high pressure gas cylinders and/or Gas Detection Systems (as defined herein)), and will comply with all laws, regulations and ordinances applicable thereto.

8. Equipment Installation/De-installation and Maintenance Services; Third-Party Equipment:

A. SELLER shall be the exclusive source and installer of all the Equipment described above (including Gas Detection Systems), and such Equipment shall be installed at SELLER's then applicable installation rates. Any Monthly Fees associated with the Equipment shall begin accruing upon Seller's installation of that Equipment at a Location irrespective of when PURCHASER places that Equipment into service/activates that Location within its system. If PURCHASER's payments required to be made under this Agreement are current, SELLER will provide maintenance service on the Equipment at no additional charge; provided, that, SELLER shall charge PURCHASER for time and materials for any service call resulting from a malfunction of equipment not installed under this Agreement, to relocate the Equipment, or for damage to the Equipment due to atmospheric or other environmental conditions and/or misuse. Purchaser acknowledges and agrees that additional installation charges shall apply for any Equipment installed by Seller to meet applicable regulatory requirements at a Location.

B. Any equipment at a Location associated with beverage carbonation service, including a Product storage system, that is owned by PURCHASER or leased by PURCHASER from third parties other than SELLER ("Third-Party Equipment") shall be installed and maintained by PURCHASER. SELLER shall have no obligation to run /connect supply lines to any Third-Party Equipment; should SELLER perform such technical services at PURCHASER's direction, such services shall be billed at SELLER's then current rate schedule (with a one-hour minimum charge). SELLER shall have the right, without any liability hereunder, to refuse to deliver Product into any Third-Party Equipment should SELLER reasonably determine that such Third-Party Equipment is unfit for the storage, delivery or monitoring of Product. Should PURCHASER fail to maintain any Third-Party Equipment at a Location, SELLER, following reasonable notice to PURCHASER, shall have the right to repair (any repairs limited to bulk CO2 tanks and supply lines) or replace that Third-Party Equipment at PURCHASER's expense or exercise its termination rights set forth in Section 4 as to that affected Location. PURCHASER will indemnify and hold harmless SELLER and its affiliates from and against all costs (including reasonable legal fees and expenses), damages, liabilities and claims arising out of PURCHASER's failure to properly install or maintain any Third-Party Equipment at a Location.

C. If in the sole judgment of SELLER any Equipment installed or provided by SELLER shall become inadequate, including, without limitation, because of a change in PURCHASER's requirements for Product, SELLER shall have the right, at PURCHASER's sole expense, to substitute a different size or type of Equipment and the Monthly Fee(s) shall, at SELLER's discretion, be adjusted to reflect such substitutions.

D. A party's cancelation notice with respect to this Agreement shall include a proposed transition for the removal of SELLER's Equipment from each Location (the "Equipment Transition"). Should the parties fail to agree on the Equipment Transition within ten (10) business days following delivery of the cancellation notice, PURCHASER, upon the expiration or earlier termination of this Agreement, shall provide ready access to SELLER's Equipment at each Location and shall allow SELLER to perform its de-installation procedures with respect to the Equipment per SELLER's operations schedule. SELLER shall physically remove its Equipment from each Location at the time it performs its de-installation procedures. Should SELLER's technicians be denied access to any Location, PURCHASER shall pay for the technician time associated with traveling to/from that Location; such time to be billed at SELLER's then current rate schedule (with a one-hour minimum charge). Should SELLER's technicians be denied access to any Location on more than two occasions, the Equipment at that Location shall be deemed lost, and PURCHASER shall pay SELLER the replacement value of that Equipment.

E. PURCHASER acknowledges and agrees that SELLER, as part of its Equipment Transition protocol, may disable the fill boxes at a Location to prevent the inadvertent release of Product into the interior atmosphere of that Location.

9. Use of Equipment; Title to Equipment:

A. The Equipment shall be used by PURCHASER only at PURCHASER's Locations and shall not be sublet, moved, removed, replaced, modified, damaged, tampered with, or otherwise rendered inoperable or disposed of without the prior written consent of SELLER. PURCHASER will notify SELLER promptly after learning of defects in any Equipment. SELLER shall have the right at all reasonable times to enter PURCHASER's Locations to service and inspect the Equipment. PURCHASER's Location(s) will be free from toxic and hazardous materials (including corrosives) which would prevent or increase the cost of the installation or operation of the Equipment. If the atmospheric or other environmental conditions at PURCHASER's Location(s) affect the safe or reliable operation, or result in the imposition of any additional fees, costs or expenses relating to the maintenance, repair or operation of the Equipment, PURCHASER will promptly correct such conditions and reimburse SELLER for any fees, costs and expenses incurred by SELLER attributable to such conditions, including, without limitation, any costs associated with replacing the Equipment. PURCHASER shall be responsible for the care and safekeeping of the Equipment and shall return the Equipment to SELLER at the expiration or earlier termination of this Agreement in the same condition as when received, ordinary wear and tear excepted. PURCHASER shall pay SELLER for any repairs to the Equipment in excess of ordinary wear and tear at SELLER's then current rate schedule. Examples of damage to the Equipment that would be beyond ordinary wear and tear include, without limitation, surface contamination or corrosion (e.g. due to paint splatter, grease box residue, bird droppings, cement, tar, caustic cleaning chemicals, third-party adhesive labels), interior contamination (e.g. due to oil in tank), mechanical damage (e.g. broken valves, gauges, caps or vacuum plugs, damaged external copper tubing, tank legs, and handling rings, and surface area dents/dings/pitting) and vacuum degradation beyond manufacturer specifications. PURCHASER shall pay SELLER the replacement value of any lost (including inaccessible) Equipment. PURCHASER shall return all high-pressure cylinders included among the Equipment in a non-contaminated condition, valves closed, complete with caps and fittings.

B. PURCHASER expressly agrees not to hold itself out at any time as having title to the Equipment and shall keep the Equipment free from levies, liens, and encumbrances of all kinds.

10. Gas Detection Systems: SELLER shall provide PURCHASER with the applicable manufacturer's instruction manual for gas detection monitors, sensors, shutoff valves and related equipment (each a "Gas Detection System" and, collectively, "Gas Detection Systems"). PURCHASER understands the importance of Gas Detection Systems remaining in good operating condition at all times and PURCHASER agrees to perform the periodic system checks recommended in the manufacturer's operating manual, including an annual functional test of the Gas Detection System, and to follow all such instructions and complete all noted checklists when performing those system checks/tests. PURCHASER will promptly advise SELLER of any fault indicators or audible alarms. SELLER will not, and has no obligation to, service, repair or calibrate any legacy gas monitors, sensors or shutoff valves used by PURCHASER that are not part of the Equipment listed above (and PURCHASER shall promptly substitute any such legacy equipment with Gas Detection Systems supplied by SELLER). PURCHASER agrees to use any Gas Detection Systems installed by SELLER as an item of Equipment in accordance with all manuals and other literature relating to the operation of the Gas Detection Systems provided or made available to PURCHASER from time to time. PURCHASER shall promptly notify SELLER in writing in the event that (i) any component of the Gas Detection System is modified, damaged, tampered with or otherwise rendered inoperable, (ii) there are renovations or modification that result in a change in the distance or position of any component of the Gas Detection System in relation to other Equipment, or (iii) PURCHASER receives notice

from or on behalf of a government authority or regulatory agency that any component of the Gas Detection System is in violation of or fails to meet applicable regulatory requirements. PURCHASER shall pay SELLER for any repairs to any component of the Gas Detection System in excess of ordinary wear and tear and for the replacement of any modified, tampered with or damaged component of a Gas Detection System. At PURCHASER's election, SELLER shall sell to PURCHASER any Gas Detection System(s) at SELLER's then current pricing on the terms set forth on Exhibit B attached to this Agreement. Following the sale, the Gas Detection System(s) shall be deemed "Third-Party Equipment" for purposes of this Agreement.

11. SELLER Representations: Bulk liquid CO_2 delivered by SELLER hereunder will meet both (a) the International Society of Beverage Technologists (ISBT) Beverage Grade Carbon Dioxide Quality Guidelines and (b) the Compressed Gas Association (CGA) G-6.2 Quality Verification Level (QVL) I (Beverage Grade), Commodity Specification for Carbon Dioxide (collectively, the "CO2 Specification"). Nitrogen delivered by SELLER hereunder will be CGA G-10.1 QVL B Food and Medical Grade nitrogen (the "Nitrogen Specification" and, together with the CO2 Specification, the "Specifications") THERE ARE NO EXPRESS WARRANTIES MADE BY SELLER OTHER THAN THE WARRANTY THAT PRODUCT DELIVERED BY SELLER HEREUNDER WILL MEET THE SPECIFICATIONS. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

12. PURCHASER Representation and Indemnities: PURCHASER represents and warrants to SELLER that it is not obligated under the terms of any other contract to rent Equipment or purchase Product for the Locations. In the event that the foregoing representation and warranty proves to be false, PURCHASER hereby indemnifies and holds harmless SELLER from and against all costs, including reasonable attorneys' fees, damages or liabilities that SELLER may incur in connection with any claim asserted by any third-party as a result thereof. PURCHASER shall further indemnify, defend and hold harmless SELLER and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur arising from or related to (i) the use or operation of the Equipment by PURCHASER or by any of PURCHASER's employees or agents, including, but not limited to, the requirements of Sections 9 and 10 of this Agreement, and/or (ii) the use, storage or presence of Product while under the control of PURCHASER or any of PURCHASER's employees or agents, and/or (iii) PURCHASER's failure to comply with any laws and/or applicable manufacturer's recommendations related to the use of Equipment and/or Product.

13. Safety Matters: PURCHASER acknowledges that (a) there are hazards associated with the use of the Product and Equipment and that it understands such hazards, (b) it is PURCHASER's responsibility to warn and protect its employees and others exposed to such hazards through PURCHASER's use and storage of the Product, and operation of the Equipment, and (c) Equipment and Product rented and/or sold by SELLER are not designed, intended, or approved for medical or pesticide use. PURCHASER acknowledges receipt from SELLER of Safety Data Sheet(s) relating to the Product, copies of which are attached to this Agreement as Exhibit C, and agrees to make such Safety Data Sheet(s) (including updates or revisions thereto located on SELLER's website at https://www.nuco2.com/home/safety/guideline) available to its employees as a part of PURCHASER's safety program. PURCHASER shall give notice to SELLER at least one (1) month prior to the commencement of any renovations or alterations to any part of a Location where Equipment is present. PURCHASER acknowledges and agrees that SELLER, without liability hereunder, may suspend its performance under this Agreement as to any Location(s) due to documented safety concerns at that affected Location(s).

14. SELLER's Limitation of Liability: SELLER SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PURCHASER may reject Product that does not meet the Specifications and no charge will be made for Product so rejected. PURCHASER acknowledges and agrees that the total aggregate dollar amount of all claims, losses, liabilities and/or damages that PURCHASER may recover from SELLER related to or arising from this Agreement, irrespective of the theory of law on which such claims, losses, liabilities and/or damages may be based, shall be limited to an amount equal to the sum of the monthly fees paid by PURCHASER under this Agreement over the immediately preceding twelve calendar months. The foregoing constitutes PURCHASER's exclusive remedy and SELLER's sole obligation with respect to any claim, loss, liability and/or damage relating to or arising with respect to this Agreement.

15. Default: In addition to any other rights or remedies SELLER may have at law or in equity, SELLER reserves the right to immediately cease delivery of Product and/or Equipment in the event of payment delinquency or upon default by PURCHASER in any of the terms or conditions herein (a "PURCHASER Default"). In the event (a) of a PURCHASER Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against PURCHASER or (c) PURCHASER shall be adjudged insolvent or make any assignment for the benefit of creditors, SELLER may at its option immediately cancel and terminate this Agreement and repossess the Equipment with or without demand or notice to PURCHASER and without court proceedings (a "SELLER Termination for Cause"). Upon a SELLER Termination for Cause, PURCHASER (i) waives any and all claims against SELLER with respect to SELLER's repossession of the Equipment and (ii) agrees to pay to SELLER (1) the Monthly Fee(s) (per Location) plus, if applicable, all expected charges for Product (based on PURCHASER's Product purchases over the six-month period immediately preceding the SELLER Termination for Cause) for the balance of the then current Term of this Agreement, (2) a repossession charge of $1,000 per item of Equipment removed from each Location, and (3) any reasonable attorney's fees and costs incurred by SELLER. At no time will PURCHASER's payment in the event of a SELLER Termination for Cause be less than $1,000 (per Location).

16. Force Majeure: Service and deliveries of Equipment and Product by SELLER are subject to and contingent upon floods, hurricanes and other extreme weather conditions, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond SELLER's reasonable control (each, a "Force Majeure Event"). SELLER shall advise PURCHASER of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of SELLER's capability to deliver Product and/or Equipment, SELLER will allocate deliveries among the requirements of all its affected customers and SELLER's own requirements in a fair and reasonable manner, as determined by SELLER. PURCHASER will pay or reimburse SELLER for any additional costs incurred by SELLER relating to the delivery of any Product and/or Equipment to PURCHASER during a Force Majeure Event. SELLER shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure Event.

17. Additional Locations; PURCHASER Relocation; Closed Locations:

A. PURCHASER shall notify SELLER of any additional locations (each, an "Additional Location") operated by PURCHASER and, provided that they are in SELLER's service coverage area, such Additional Location(s) shall be deemed Locations for all purpose of this Agreement; provided, further, that the initial Monthly Fees, Product Rate, and Overage Rate for such Additional Locations(s) shall be the Monthly Fees, Product Rate, and Overage Rate charged by SELLER for similar services at the time of installation of the Equipment.

B. If the operations at any Location are conducted at a new location, such new location, at the option of SELLER, shall be a Location subject to all of the terms and conditions of this Agreement. PURCHASER shall give notice to SELLER at least one (1) month prior to the date of any such relocation.

C. PURCHASER shall notify SELLER promptly in writing following a determination to permanently close any Location (each a "Closed Location") and such Closed Location shall cease to be a Location subject to this Agreement effective as of the date of closure set forth in PURCHASER's notice. PURCHASER shall be responsible for the payment of any unpaid invoices associated with each Closed Location, including any invoices attributable to the calendar month in which such Closed Location closes.

18. Notices: Routine business, commercial and technical correspondence, including invoices and price adjustment notices, promotional materials and case/work order status reports, must be in English and addressed to the other party's primary contact, and may be in electronic form. All legal notices given under this Agreement, including notices of termination or breach, must be written, in non-electronic form, and in English. Legal notices to SELLER must be sent by overnight courier that guarantees and can document next-day delivery. All notices shall be deemed duly given on the first business day following the date of dispatch. Each party may update its contacts by notice to the other.

19. Applicable Law: This Agreement shall be governed by and construed under the laws of the State of Florida without giving effect to any choice or conflicts of law provision that would render applicable the laws of any other jurisdiction.

20. Dispute Resolution:

A. If a dispute or disagreement between the parties arising out of or related to this Agreement (each a "Dispute") is valued at $25,000 or less, excluding costs or interest, either SELLER or PURCHASER shall commence an action in the Florida state court located in Martin County to resolve the Dispute. Both SELLER and PURCHASER agree to the

mandatory and exclusive jurisdiction of that court for such Disputes, and each waives all objections to personal jurisdiction, venue, inconvenient forum, or any other legal basis or argument why such Dispute should not be adjudicated in Martin County, Florida.

B. If a Dispute is valued in excess of $25,000, but less than $75,000, SELLER or PURCHASER agree that the Dispute shall be settled by arbitration administered by the AAA in accordance with the Expedited Procedures of the Commercial Arbitration Rules and, as necessary, the laws of the State of Florida. The arbitration shall be conducted in English, in West Palm Beach, Florida, before one arbitrator. The arbitration will be based on the submission of documents; there shall be no discovery allowed by the arbitrator except for good cause shown and no in-person or oral hearing. Except as may be required by law, or to enforce an award, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both SELLER and PURCHASER. The arbitrator may award interim and final injunctive relief and other remedies, but may not award consequential damages or punitive, exemplary, treble, or other enhanced damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties but shall not award attorneys' fees. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or challenge evidence presented by the other party. If judicial enforcement of the arbitration award is sought, the prevailing party bringing such an action shall be entitled to its costs and reasonable attorneys' fees in addition to any amount of recovery ordered by the court.

C. If a Dispute is valued at or in excess of $75,000, the procedure described in Section 20(B) shall apply, except that the arbitration shall be administered under the AAA Commercial Arbitration Rules.

D. Notwithstanding the provisions of this Section 20, SELLER or PURCHASER may commence an action or proceeding against each other (a) solely as part of separate litigation commenced by an unrelated third-party, (b) solely with respect to the collection of past due receivables and all other remedies available in the event of a SELLER Termination for Cause (as described in Section 15), and/or (c) if not first sought from the arbitrator, solely to obtain temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

E. **TO THE MAXIMUM EXTENT PERMITTED BY FEDERAL OR STATE LAW, EACH PARTY WAIVES THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING AS TO ANY DISPUTE.**

21. Confidentiality; Publicity:

A. The parties will comply with the terms of any nondisclosure agreement between SELLER and PURCHASER. If no such agreement exists, each party and its representatives (a) will protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from the other party in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to SELLER's and its affiliates' technology), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to the disclosing party promptly upon the termination of this Agreement. All such information will remain the disclosing party's exclusive property, and the receiving party will have no rights to use such information except as expressly provided herein.

B. Neither party will issue any press releases, publicity, or make any other disclosures regarding this Agreement or its terms or the nature or existence of any relationship between the parties, without prior written approval from the representative of the other party executing this Agreement. Notwithstanding the foregoing, during the Term SELLER shall have the right to use PURCHASER's logos, trademarks, copyrights, images, etc. for promotional and marketing purposes.

22. Entire Agreement; Amendment: This Agreement, its recitals and any exhibit or addendum incorporated herein, covers all agreements and understandings between the parties relating to the subject matter hereof and SELLER is not bound by any representations or inducements not specifically set forth herein or in any exhibit or addendum. All prior or contemporaneous negotiations, representations and agreements between the parties, are superseded by this Agreement. This Agreement may be amended, modified, supplemented, or rescinded only by a writing duly executed by both of the parties. Following the Effective Date, (i) no modification or amendment to this Agreement shall be effected by or result from the receipt, acceptance, signing, or acknowledgement of either party's purchase orders, quotations, invoices, shipping documents or other business forms; (ii) no restrictions, promises, warranties, covenants or undertakings shall arise from either usage in the trade, course of dealing or course of performance; and (iii) the terms of this Agreement shall supersede any provision in any purchase order, purchase order acknowledgment, quotation, request for quotation, specification or other document not specifically incorporated herein, even if such document and form purport to govern or supersede this Agreement.

23. Interpretation: Each of the parties, on its own behalf, acknowledges and agrees that it and its counsel reviewed and negotiated the terms and provisions of this Agreement, and that the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement.

24. Assignment: This Agreement may not be assigned by PURCHASER without the prior written consent of SELLER. SELLER is free not to consent to any assignment, for any reason, or to consent to such assignment only on certain terms and conditions. In the event that PURCHASER's requirements for Product exceed SELLER's distribution capabilities for any Location(s), notwithstanding any provision in this Agreement to the contrary, SELLER may (i) assign such Location(s)' Product requirements to an affiliate to fulfill or (ii) exercise its termination rights set forth in Section 4.

25. Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

26. Authority; Counterparts: The individuals executing this Agreement on behalf of each party are duly authorized to bind such party. This Agreement may be executed in duplicate counterparts (and the parties hereby adopt as original any facsimile or .pdf copy of an original signature), each of which shall be deemed an original and both of which together shall constitute but one and the same instrument.

27. Survival: The provisions of this Agreement (together with any addenda and other attachments hereto), that reasonably may be interpreted as surviving cancellation, termination or expiration of this Agreement, will survive the cancellation, termination, or expiration of this Agreement.

28. Electronic Signatures: Each of the parties consents to doing business electronically and has agreed to use electronic records for purposes of this Agreement and transactions conducted pursuant to this Agreement. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by such party in writing. Each party also agrees that no certification authority or other third-party verification is necessary to validate its E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its E-Signature.

PURCHASER: FOREST LAKE GOLF CLUB LLLP
Print Name: George Clifton
Print Title: manager
Authorized Signature: George Clifton
Dated: 07/12/2024 14:08 UTC

SELLER: $NuCO_2$ LLC
By: $NuCO_2$ Inc., its sole member
Print Name:
Print Title:
Dated:

REVIEWED
By Emily Love at 3:38 pm, Jul 15, 2024

Heartland

Merchant Processing Agreement

Merchant Services: 1-888-963-3600 One Heartland Way, Jeffersonville IN 47130 Note: White Out is Not Acceptable on Merchant Applications

☐ New Merchant ☐ Additional Location Chain #: ☐ New Owner/Existing HPS MID#:

Bank/Assn/VAR/RSP Affiliate Code: 9TSNP Name of Affiliate: Teesnap Lead Generator ID #:

Relationship Manager: James Laurie, Kacia Long Phone #: Installer: Phone #:

COMPANY INFORMATION

MERCHANT DBA NAME: FOREST LAKE GOLF CLUB LLLP Store #: # of Locations: 1

Address: 10521 CLARDONA-OCOEE RD Customer Service No. For Lodging, Car Rental, MOTO Merchant:

City: APOPKA ST: FL Zip: 32703

DBA Phone: (407) 654-4653 Fax:

Primary Contact Name: JOHN VIERA Phone #: (407) 654-4653 ☐ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Secondary Contact Name: Phone #: ☐ DBA ☐ Home ☐ Cell

Authorized to Purchase: ☐ Yes ☐ No

Language Preference (Please select ONE): ☐ English ☐ Spanish ☐ Mandarin ☐ Korean ☐ Vietnamese ☐ Cantonese ☐ Japanese ☐ Other:

Email Address: johnv@forestlakegolf.com Website Address:
(Heartland InfoCentral Admin User Email Address)

Email Contact First Name: johnv@forestlakegolf.com Last Name: viera
(Heartland InfoCentral Admin User First Name) (Heartland InfoCentral Admin User Last Name)

LEGAL OR CORPORATE NAME: FOREST LAKE GOLF CLUB LLLP Federal Tax ID/EIN: **-***7434
(Please complete —must correspond with IRS filing name) (Must correspond with legal name)

Address: 10521 CLARCONA-OCOEE RD. City: APOPKA ST: FL Zip: 32703 Phone: (407) 654-4653

CORPORATE HEADQUARTERS/MANAGEMENT COMPANY NAME: Phone:
(If Management Company; please provide a copy of the Management Agreement)

Address: City: ST: Zip: Fax:

FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP
VISA	2.30 %	$ 0.00	$ 0.00	$ 0.00
MasterCard	2.30 %	$ 0.00	$ 0.00	$ 0.00
Discover / JCB	2.30 %	$ 0.00	$ 0.00	$ 0.00
PayPal	%	$	$	$
PayPal eComm	%	$	$	$
PIN Debit			$ 0.00	$ 0.00
American Express	2.30 %	$ 0.00	$ 0.00	$ 0.00

Application Processing Fee (Non-Refundable): $

Annual Volume: $ 850,000.00 Average Ticket: $ 75.00

☐ Cost Plus Flat Rate

PayPal Annual Volume: $ PayPal Average Ticket: $

Customer Service Email (Required):

Plus Applicable Debit Network Fees

Annual Volume: $ 50,000.00 Average Ticket: $ 75.00

Note: OptBlue Annual Processing Volume > $1 Million must go Direct

☒ OptBlue ☒ I opt out of receiving marketing material from American Express

American Express Merchant #: American Express Franchise Name: Franchise CAP #:

☐ SMP Annual VI/MC/DS MAP sales volume $50,000 or less. (If annual VI/MC/DS MAP volume exceeds $50,000 annually, 0.50% will be added to the Monthly & Per Item Fees.) HPS reserves the right to change the monthly fee if processing volume is not consistent with volume listed on this app.

☐ ASMP - Fee: ☐ Annual ☐ Monthly ☐ Installment Billing-Indicate Months: ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

☐ HEARTLAND SIMPLE The fees specified in this Fee Schedule shall remain valid for six (6) months from the effective date of the Merchant Processing Agreement and thereafter are subject to change in accordance with the Terms and Conditions attached hereto.

Note: Interchange, DPI, Dues and Assessments and Fees will be passed through. Also, this monthly fee will be titled as "Service & Regulatory Mandate Fee" on your monthly statements.

ADDITIONAL SERVICES	Monthly Fee	Txn Fee Dial	Txn Fee IP
Gateway	$	$	$
Wireless (Per Wireless Terminal)	$		
Heartland Analytics	$0.00		
Heartland Analytics Customer Intelligence	$		
Heartland Analytics Email Marketing	$		
Merchant Link ☐		$ 0.0643	$ 0.0416
PetroleumFleet		$	$
TSYS Authorization Fee		$	$ 0.04
EBT (PIN Debit required for EBT)		$	$
☐ Surcharge Program (SP)	$ 20.00		

RECURRING FEES	
Minimum Discount Fee (Even $ Amount)	$ 0.00
Service & Regulatory Mandate Fee	$ 0.00
Annual Fee	$ 0.00
Chargeback Fee	$ 15.00
Voice Auth Fee	$ 0.65

SETTLEMENT

☐ Daily/Split
☒ Daily/Net
☐ Monthly Disc Fee 1 bp

EBT Programs (Note: FNS/FCS are not required for Cash Benefits only Setup):
☐ Food Stamps & Cash Benefits ☐ Food Stamps Only ☐ Cash Benefits Only

EBT State Required FNS/FCS/CA/AO#: Terminal Type:

State Provided Terminal: ☐ Yes ☐ No Serial #:

Cardholder SP Rate: 3.60% Merchant SP Discount: 10%

INTERCHANGE QUALIFICATION			
☒ Interchange Plus	☐ MOTO / Internet	☐ Purchase Card Level: ☐ [2] ☐ [3]	☐ Small Ticket / MB
☐ Retail	☐ Emerging Market	☐ GSA Large Ticket	☐ DialPay / TT
☐ Restaurant	☐ Automated Fuel (AFD)	☐ Convenience	
☐ Lodging / Car Rental	☐ Service Station (NFD)	☐ Small Ticket / Convenience Purchase	

STATEMENT OPTIONS	
Statement Type:	Mail Statements To:
☒ Standard	☐ Legal
☐ Non-Qual Breakout	☐ DBA
☐ By Card Type	☐ Suppressed Statements
☐ Chain Recap Summary	☒ All Electronic:
	☒ Same as InfoCentral ☐ Preferred Email Address

CARD ACCEPTANCE
☒ All Cards Accepted
☐ Credit/Business Cards Only
☐ Consumer Prepaid/Debit (Check Cards) Only

DEPOSIT METHOD
☐ Standard
☒ By Batch
☐ By Card Type

DISPUTE LETTERS	
Mailing Options:	Electronic Options*:
☐ Legal	☐ Fax
☒ DBA	☒ Email
*Select mail option as back-up.	

MERCHANT DETAIL

Type of Business (Required): ☐ Public ☒ Private

Type of Ownership: ☐ Sole Proprietorship* ☒ Partnership ☐ Corporation ☐ L.L.C.** ☐ Non-Profit ☐ Government / Municipality

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: ☐ Yes ☐ No

**IRS reporting classification for LLC: ☐ Disregarded Entity (aka Single Member LLC) ☐ Corporation ☐ Partnership

Date Business Started: 1 28 1994 Date Acquired by Current Owner: _____ What percentage of sales are Chbks.?: 0.00 %

Do you currently accept Credit Cards: ☒ Yes ☐ No Date began accepting Credit Cards: 1 28 1994 What percentage of sales are Returned: 0.00 %

Current Processor: _____ Current MID: _____

Are you currently in contract or negotiating with a Third Party Lender: ☐ Yes ☒ No

If yes: Contract Start Date: _____ Length of Contract Term: _____ Loan Balance: _____

Do you accept credit card information via website: ☒ Yes ☐ No If so, will web-based transactions be processed through HPS: ☒ Yes ☐ No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Does your company provide third party services for any other company to store, process or transmit card member data: ☐ Yes ☒ No

For additional information, go to: https://www.heartlandpaymentsystems.com/resources

Are you a Payment Facilitator / Payment Service Provider: ☐ Yes ☒ No

Note: Payment Facilitator/Payment Service Provider and File Hosting/Storage are currently restricted and will require Sponsor Bank review.

Home-Based Business: ☐ Yes ☒ No Business is conducted: Consumer: 100 % Business to Business: %

What Products and / or services do you provide: Golf Course

Define your Refund Policy (Refunds made via credit card must be applied to the card used at the time of sale.): Refunds applied to card used at time of sale

How soon is the Customer's card charged: At time of purchase Do you obtain a signature for receipt of product? ☒ Yes ☐ No

What is the verification process when selling age-restricted products (tobacco/alcohol): _____

Seasonal Merchant: ☐ Yes ☐ No If yes, indicate months open: ☐J ☐F ☐M ☐A ☐M ☐J ☐J ☐A ☐S ☐O ☐N ☐D

Sales Method	
On Premise Face to Face Sales	100 %
Off Premise Face to Face Sales	%
Mail Order Sales	%
Real-Time Internet Sales	%
Inbound Telephone Order Sales	%
Outbound Telephone Order Sales	%
Internet Keyed	%
Recurring Billing	%
Total = 100%	

Processing Method	
Card Swiped	100 %
Keyed with Imprinted Receipt	%
Keyed without Imprinted Receipt	%
Total = 100%	
MOTO Card Type	
Percent of Domestic Transactions	%
Percent of Foreign Transactions	%
Total = 100%	
Percent of Gift Card Sales	%

Future Delivery*	
2 – 5 Days	%
6 – 10 Days	%
11 – 30 Days	%
31 – 60 Days	%
61 – 90 Days	%
91 – 120 Days	%
> 120 Days	%
If Applicable Total = 100%	
Future Delivery Bankcard Volume: 0 %	

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hours of the time of sale, please indicate above.

Lodging / Resort: Select the following for all lodging merchants accepting reservations via an Internet Website:

☐ My business processes an authorization and/or charges a deposit when accepting reservations prior to the guest's arrival.

☐ My business only retains card information for use in the event of a NO SHOW; no authorization or deposit is obtained.

Travel Agencies / Travel Tour Operators (Required for American Express):

The following information is required to validate Travel Industry Bonding Organization / Authorized Airline Ticket Agent Memberships: ARC# / IATA#:

PCI Compliance

Is your business PCI Compliant: ☒ Yes ☐ No
Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): ☐ Yes ☒ No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:
PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor: ☒ Yes ☐ No ☐ N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): ☐ Yes ☒ No ☐ N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: ☒ Yes ☐ No ☐ N/A

The signing merchant listed below has experienced an account data compromise.*: ☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

If yes, what was the date of the compromise: _____ (Copy of the completed forensic investigation is required with the app.)

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized:
☐ Yes ☒ No ☐ N/A ☐ I have never accepted payment cards.

Merchant utilizes an EMV enabled terminal: ☐ Yes ☒ No ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

OWNERS / OFFICERS

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? ☐ Yes ☑ No If "Yes," please attach details.

☒ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(1) Name: KENNETH EZELL Title: PRESIDENT SSN: [redacted] DOB (mm/dd/yyyy): 04/01/1955
Home Address: 1304 Errol Parkway City: Apopka ST: FL Zip: 32712
Home Phone: (407) 886-8272 Cell Phone: (407) 948-4736
Driver's License #: Length at Home Address: Business Equity Ownership: 24.00 %

☒ Owner ☐ Officer ☐ Authorized Signer ☐ *Managing Agent *Please provide copy of Management Agreement

(2) Name: GEORGE CLIFTON Title: VICE PRESIDENT SSN: [redacted] DOB (mm/dd/yyyy): 09/06/1953
Home Address: 4185 S.R. 11 City: DELAND ST: FL Zip: 32724
Home Phone: (407) 948-4744 Cell Phone: (407) 948-4744
Driver's License #: Length at Home Address: Business Equity Ownership: 23.00 %

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X KENNETH EZELL 8/10/2020
(1) Personal Guarantor (signature) Date

X
(2) Personal Guarantor (signature) Date

DEBIT / CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: _____ Phone: _____ City, ST ZIP: _____

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name supply Company: _____

☒ Deposits &Fees ☐ Deposits Only - (Split*)		*Split Continued - Fees Only	
(DDA#): * * * * * * * 5 6 4	(RT#): 0 6 3 1 0 9 9 3 5	(DDA#):	(RT#):
Account Type: ☒ Checking ☐ Savings ☐ Other:		Account Type: ☐ Checking ☐ Savings ☐ Other:	
Name as it appears on Bank Account:		Name as it appears on Bank Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: ☐ Yes ☒ No Type: ☐ Personal ☐ Business Date Filed: _____

Do you support the Merchant Bill of Rights: ☐ Yes ☐ No Do you permit HPS to list you as a supporter: ☐ Yes ☐ No

Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

X KENNETH EZELL KENNETH EZELL PRESIDENT 8/10/2020

Owner / Officer / Authorized Signer / Managing Agent — Print Name & Title — Date

X GEORGE CLIFTON VICE PRESIDENT

Owner / Officer / Authorized Signer / Managing Agent — Print Name & Title — Date

THE TERM OF THIS AGREEMENT IS 1 MONTHS

Note: Maximum $295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

HPS OFFICIAL USE ONLY

Application Approved By: _____ Title: _____ Date: ___/___/___

Created: 01/09 Revised: 03/01/20

Service Location No. :073 (ORLANDO, FL)

MLRA/NA : N/A Account Number :

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Contract No. :

Business Index : Dynamic ID : Date :07/08/2019

Customer Name : Forest Lake Golf Club DBA Name :

Delivery Address : 10521 Clarcona-ocoee Rd Delivery Add Line 2:

City : Apopka State: Florida Zip : 32703 - Phone : (407) 654-4653

UNIFORM PRICING:

Item #	Description	Inventory	Del Freq	Unit Price
00935	COMFORT SHIRT	99	W - Weekly Delivery	$0.350
00945	COMFORT PANT	11	W - Weekly Delivery	$0.450

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem $ _____ ea
- Company Emblem $ _____ ea
- Custom Emblem $ _____ ea
- Embroidery $ _____ ea (direct embroidery requires a buy back agreement)

Pricing of emblems is valid for initial installation only.

- COD Terms $ 0.00 per delivery charge for prior service (if Amount Due is Carried to Following Delivery)
- Credit Terms - Charge Payments Due 10 Days After End of Month

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item #	% of Inventory	Price / ea
2700	10	$0.450
2160	10	$0.450

- Preparation Charge: $ 0.00 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc) premium $ 0.10 per garment per delivery.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container $ _____ per delivery.
- Artwork Charge for Logomat $ _____
- Uniform Storage Lockers: $ _____ ea/delivery, Laundry Lock-up: $ _____ ea/delivery Shipping: $ _____
- Service Charge $ 3.95 per delivery.

  This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 10.00 per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Uniform Advantage $ 0.08 per garment. Premium Uniform Advantage $ 0.00 per garment.

  Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.

- Emblem Advantage $ 0.06 per garment.

  Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation.

- Prep Advantage $ 0.05 per garment.

  Prep Advantage covers all cost associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from the date of installation.

- Other:

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq	Inventory	Unit Price
02700	TERRY TOWEL	W - Weekly Delivery	75	$0.220
02160	SM SHOP TWL -RED	W - Weekly Delivery	100	$0.150

No Select Yes if Unilease. All garments will be cleaned by Customer.

Yes Select Yes if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.

No Select Yes if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement value.

Customer certifies it is not a federal, state or local government branch or agency.

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

By signing this agreement, the customer waives his/her signature as a requirement for services rendered. The customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If the customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoices : Signature Required

Multiple Invoices : Signature Required

Cintas Location No : 00073

I agree that I am authorized to sign on behalf of the Forest Lake Golf Club

This agreement is subject to the terms and conditions set forth in this agreement. By signing below, Customer agrees to and accepts the terms and conditions set forth in this agreement.

Cintas Sales Rep Name : Julian Lopez

Please Print Name : John Viera / Maricee Ezell

Title : Sales Representative

Please Print Title: General Manager

Customer Email Address: johnv@forestlakegolf.com

CINTAS
THE UNIFORM PEOPLE

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.

5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.

7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement ~~and shall automatically renew for the same period of time unless Company is notified~~, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law. See Addendum - MLC

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition. Reasonable Period of time is 15days JL

Customer Can terminate Agreement if business or Property should close or sell. JL See Addendum MLC

11. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.

13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.

16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local governmental body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Company.

Terms and Conditions Reviewed ☒

September 19, 2019

ADDENDUM TO CINTAS CONTRACT WITH FOREST LAKJE GOLF CLUB, LLLP

CINTAS CONTRACT PARAGRAPH # 7 – Contract will not automatically renew for 60 months on anniversary date. Customer must sign a new contract starting a new 60 month period in 2024. Delete that contract will automatically renew.

_____ Marilee Ezell 9/19/19

Cintas Representative/Date — Forest Lake Golf Club, LLLP Representative/Date

Julian Lopez — Marilee Ezell

CINTAS CONTRACT PARAGRAPH #10 – In the event of the sale of Forest Lake Golf Club, LLLP the contract with Cintas will be terminated as of sale date and no additional monies will be due. All uniforms/towels will be returned to Cintas and any missing items if any will be paid for. Any items must be returned to Cintas in a reasonable period of time being 15 days.

_____ Marilee Ezell 9/19/19

Cintas Representative /Date — Forest Lake Golf Club, LLLP Representative/Date

Julian Lopez — Marilee Ezell

Hey John,

Please see below for the breakdown of all the services.

Item Description	# of Employee	Inventory	Unit Cost	Total
Comfort Flex Shirt	8	88	$0.35	$30.80
Comfort Flex Pant	1	11	$0.45	$4.95
Terry Towel	10% of inventory	75	$0.22	$16.50
Terry Towel L/R		8	$0.45	$3.60
Shop Towel		100	$0.15	$15.00
Shop Towel L/R	10% of inventory	10	$0.45	$4.50
Uniform Advantage		99	$0.08	$7.92
Emblem Advantage		88	$0.06	$5.28
Prep Advantage		99	$0.05	$4.95
Service Charge		1	$3.95	$3.95
Weekly Total Charge				$97.45

This price is based on 8 employees with 11 brand new shirts and 1 employee with 11 brand new shirts and short or pants. Each employee can choose whether they prefer long sleeve or short sleeve as well as shorts or pants for the same price. Once I do the fitting it will take between 3-4 weeks to have everything up and running, I can swing by either later today or Friday to do the fitting.
Please let me know if you have any additional questions or concerns.

Julian Lopez | Uniform Sales Professional
Cintas Corporation
Office: 407-423-4222 | Fax: 1-855-806-1410 | Cell: 862-225-8091
4392 SW 34th St, Orlando, FL 32811
LopezJ6@cintas.com | cintas.com

Credit References

AP Contact Name :* John

# of Years in Business :* ~~20~~ 25

AP Phone # :* (407) 654-2741

Payment Method :* Chg - Charge

Supplier's Name : WESCO

Contact :

Street :

City :

State :

Zip :

Phone # :

Fax # :

Email :

Supplier's Name : Florida Irrigation

Contact

Street :

City :

State .

Zip .

Phone # :

Fax # :

Email .

Supplier's Name :

Contact :

Street .

City :

State :

Zip :

Phone # :

Fax # :

Email :

COVERALL®

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Dave A. Rowe, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

- *Customer:* Forest Lake Golf Club
- *Street Address:* 10521 Clarcona-Ocoee Road
- *City, State, Zip*: Ocoee, Florida 32703

Upon the following terms:

1. Monthly Service Charge:

   $1235 per month, plus taxes, if applicable; to include 7 time(s) per week service. *Initial* ME.
   Cost of Living increase

   Service Days:

   ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☒ Sunday

   The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.

4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

Additional services accepted by: _____
Signature

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled or sooner in case of change of ownership ME to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

   (b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

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If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At FRANCHISED BUSINESS's option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.

8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.

9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.

10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.

12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.

13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.

14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER:	FRANCHISED BUSINESS:
Maulee Ezell 2/21/2022	
Signature and Date	*Signature and Date*
Marilee Ezell / Business Mgr.	Dave A. Rowe, Franchised Business Owner
Print Name and Title, Its Authorized Representative	*Print Name and Title, Its Authorized Representative*
marilee.ezell@gmail.com	01/01/2022
Email Address	*Service Start Date*

Please email signed contract to:

Call 407-921-8035 407-875-0121

Customer Profile / Data Entry Form

COVERALL

Company Name	Forest Lake Golf Club	Customer No.	702-10145
Close Date		Start Date	
		Site No.	220190

Sales Department Fills Out This Section

Section 1

SITE ADDRESS		BILLING INFO		ACCOUNT INFO	
Name	FLGC	Name		RS Amt $	$ 915.00
Address	10521 Clarcona-Ocoee Rd	Address		Frequency	7x/week
				ISR/Source	
City, State, ZIP	Ocoee, Florida 32703	City, State, ZIP		Outside	
Phone	407-654-4653	Phone		F/C	I. Santiago
Fax		Fax		Tax Exempt	☐ Yes ☐ No
Email		Email		ATP Test Used	☐ Yes ☐ No
Additional #s		Purchase Order No.		Contract Assignable	☐ Yes ☐ No

Section 2

SITE SPECIFIC INFORMATION

Service Days	☒ U ☒ M ☒ T ☒ W ☒ R ☒ F ☒ S	Time Restrictions	
Facility Type	--	# of Floors	
Total Sq Ft		Carpet Sq Ft	Tile Sq Ft
Other Sq Ft		Keys ☐ Yes ☐ No	Alarm ☐ Yes ☐ No
Signed Contract		National Account ☐ Yes ☐ No	$ Amount of SS/Month in RS $
Specify Special Services & Sq Ft Included in RS			
Initial Clean Date		Initial Clean Price $	
Initial Clean Job Description			
Memo/Excluded Areas			

Operation Department Fills Out This Section

Section 3

FRANCHISE OWNER

Franchise Name		Franchise Number	
First Date of Service:	☐ Original ☐ Change	(If Checked, Complete Section 4)	
Is this a repeating Monthly Service?	☐ Yes ☐ No	Is Coverall providing this account?	☐ Yes ☐ No
Charge Business Owed?	☐ Yes ☐ No	Why not?	
Guarantee this account?	☐ 6 mo ☐ 12 mo ☐ Other :	Acceptance signed?	☐ Yes ☐ No
Additional Business?	☐ Yes ☐ No	Note attached?	☐ Yes ☐ No

Section 4

CHANGE OF FRANCHISE OWNER

Old Franchise Name		Franchise No.	
Last Date of Service		Replace?	☐ Yes ☐ No
Reason for change		Change Cleaner Letter on File?	☐ Yes ☐ No

Section 5

ACCOUNT INCREASE/DECREASE

Franchise Name	Dave A. Rowe	Franchise No.	702-875
Old RS Amount	$ 915.00	New RS Amount $	1,235.00 Frequency 7x/week
Explanation	COR - FO OBTAINED	Service Days	☒ U ☒ M ☒ T ☒ W ☒ R ☒ F ☒ S
Effective Date	1/1/22	FO Obtained or Coverall Provided. (If provided attach acceptance note)	

Section 6

INVOICE ENTRY / BILLING / CREDIT MEMO

Service Code	Start Date	End Date	Customer Billed	Franchise Paid
RSP	1/1/22	1/31/22	$1235.00	$1235.00
RSP	2/1/22	2/28/22	$1235.00	$1235.00

Comments: COR INCREASE - FO OBTAINED

ACCOUNT CANCELLATION

Franchise		Franchise No.	
15 Day Letter Received: ☐ Yes ☐ No	Last Date of Service:		
FO Insp:	Date FO Started the Account	Replace:	☐ Yes ☐ No
Form Completed by I. SANTIAGO	Cancellation Reason:	Date Entered:	

AS-CPDEF-1015-rev102815

If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non payment by CUSTOMER of Service Charges due.

7 The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At FRANCHISED BUSINESS's option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.

8 CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.

9 COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.

10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

11 If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.

12 The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.

13 This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.

14 This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER:	FRANCHISED BUSINESS:
Maurice Ezell 2/21/2022	DABowa 2/22/22
Signature and Date	*Signature and Date*
Morlee Ezell / Business Mgr.	Dave A Rowa, Franchised Business Owner
Print Name and Title, Its Authorized Representative	*Print Name and Title, Its Authorized Representative*
morlee.ezell@gmail.com	01/01/2022
Email Address	*Service Start Date*

Please email signed contract to:

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COVERALL.

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Dave A. Rowe, an independent Coverall North America, Inc ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at

•*Customer:* Forest Lake Golf Club
•*Street Address:* 10521 Clarcona-Ocoee Road
•*City, State, Zip:* Ocoee, Florida 32703

Upon the following terms:

1. Monthly Service Charge:

$1235 per month, plus taxes, if applicable; to include 7 time(s) per week service. *Initial* _____
Cost of Living increase

Service Days:

☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☐ Friday ☐ Saturday ☐ Sunday

The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.

3. Included in the Service Charge will be service, cleaning supplies and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.

4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

	Additional Services	Charge	Area	Square Footage
a.		$		
b.		$		
c.		$		
d.		$		
e.		$		

Additional services accepted by: _____
Signature

or Sooner in case of change of ownership

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

Tyler

1-800-352-5326

Acct # 5037088999

ECOLAB

Keystone Dishmachine Program

THIS AGREEMENT is between Ecolab Inc. ("Lessor") **CENTRAL FLORIDA (504309470)** a Sysco Corporation Operating Company ("Sysco") and

FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE RD
OCOEE, FL 34761
Phone: 4072577556 Fax:
Email: johnv@forestlakegolf.com

In consideration of the covenants and conditions set forth below to be performed and observed by the parties hereto, Lessor, Sysco and Customer agree as follows:

I. RENTAL.

1. **Equipment** Lessor will rent to Customer the following dishmachine and other equipment (the "Equipment"):

(a) Dishmachine Equipment.

Model	Base Rate	Min Product Purchase	Term Length	Term Type
ES-2000	USD 85.00	USD 0.00	24	Months

(b) Optional Equipment.

2. **Parts and Service.** Lessor will provide all necessary parts and service to maintain the Equipment in good condition, other than parts or service required due to misuse or abuse by Customer. Lessor reserves the right to discontinue service in the event of delinquency in the payment of any amounts due under this Agreement or other breach of this Agreement by Customer. Customer may not change, alter or repair the Equipment.

3. **Billing and Collection Agent.** Customer acknowledges that Sysco is merely Lessor's billing and collection agent with respect to the rent obligation and, accordingly, Customer agrees to remit all payments relating to the rented Equipment to Sysco. Customer agrees to pay Sysco a net effective rate of USD 85.00 per month for the Equipment. This base rate will remain in effect for one year. Thereafter, Sysco may increase the base rate, and any additional charges and extended service prices, at any time upon notice to the Customer. Where applicable, Customer must pay any sales tax and any personal property taxes levied upon the Equipment.

4. **Held Harmless: Customer Indemnity.** Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents. **ALL PARTIES DISCLAIM ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES.** With regard to third party claims, each party will defend, indemnify and hold the other parties harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily

injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) a party's breach of this Agreement or (ii) a party's (or a party's employees' or agents') negligent or intentionally wrongful acts or omissions. A party seeking indemnification under this provision must promptly notify the indemnifying party in writing of the claim(s) or damages subject to the claim for indemnification. Neither the indemnified party(ies) nor the party(ies) having the indemnification obligation under this provision may settle or compromise any such claim, suit, action or proceeding unless the indemnified party(ies) consents in writing (which consent may not be unreasonably withheld) and the terms of that settlement or compromise releases the indemnified party(ies) from any and all liability with respect to that claim.

II. REQUIRED PURCHASES OF APPROVED PRODUCTS. . Customer must purchase at least USD 0.00 per month of Keystone dishmachine products and two or more of the following Keystone products: pot & pan, presoak, floor cleaner and degreaser (collectively, the "Minimum Purchase Requirement"). If the Minimum Purchase Requirement is not met in any given month, then Customer must pay Sysco the difference between its actual purchase volume of Sysco-delivered Keystone and Lessor products and the Minimum Purchase Requirement for that month. Customer may only use detergents, sanitizers and rinse additives in operation of the Equipment which are Keystone and Lessor products, unless otherwise approved by Lessor in writing.

III. TERM. Unless otherwise required by state law, this Agreement will continue for the term noted above in Section 1(a) beginning on the day the Equipment is delivered (the "Initial Term"). Thereafter, this Agreement will continue on a month-to-month basis, unless any party gives the other parties written notice of that party's intent not to renew this Agreement at least 90 days prior to the end of the Initial Term or any renewal term.

THE TERMS HEREIN AND ON THE FOLLOWING PAGES CONTAIN THE FULL AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A WRITING SIGNED BY ALL PARTIES.

Additional Terms and Conditions

1. Delivery and Return of Equipment will be at the Customer's request or as soon thereafter as is practicable. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities including, without limitation, 140 degree hot water, electricity, and water conditions necessary to operate the Equipment according to the Equipment manufacturer's specifications. If a licensed plumber and/or electrician is required by law to complete the installation of certain Equipment, then Lessor and Customer shall mutually agree on the resource(s) to be retained for such services and the appropriate cost allocation. Customer agrees, on the termination of this Agreement, to return the Equipment in the same condition as when received, reasonable wear and tear excepted. Upon termination of this Agreement or upon Customer default, Ecolab reserves the privilege of entering Customer's premises for removal of the equipment.

2. Ownership of Equipment. All Equipment (including but not limited to, dispensing equipment) will at all times be the sole and exclusive property of Ecolab. The Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this rental agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without prior written approval of Ecolab. Customer agrees that Ecolab may file and the Customer will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership.

3. Default. Customer shall be in default under this Agreement upon the happening of the following:

a. Customer fails to make any payment when due under this Agreement or is in default of any other term or provision of this Agreement.

b. Loss, theft, substantial damage, destruction, sale or encumbrance of the Equipment or the making of any levy, seizure or attachment thereof or thereon.

c. Dissolution, termination of existence, insolvency or business failure of Customer.

d. Appointment of a receiver of the property of Customer, for the benefit of creditors by Customer or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer.

f. Customer permits or allows the Equipment to be operated contrary to the provisions of this rental agreement or of any policy of insurance covering the Equipment.

g. Lessor on commercially reasonable grounds deems itself to be insecure with respect to Customer's obligations hereunder.

Upon default, Customer's rights under this Agreement shall, at the option of Lessor, without notice to the Customer, be terminated; provided, however, that the outstanding obligations of the Customer contained herein shall survive any such termination, and Lessor shall have the right to take immediate possession of the Equipment and to exercise any other remedies available to it in law or in equity and all rights of Customer to use the Equipment shall forthwith terminate. The Customer shall pay all reasonable costs incurred by Ecolab, including reasonable attorney's fees, to collect any amounts due hereunder, to enforce any covenant or agreement of Customer contained herein or to regain possession of the Equipment.

4. Insurance. During the term of this Agreement, Customer will be responsible for any damage to the Equipment. Customer will keep the Equipment insured for at least its full value against loss by fire and the extended coverage perils. Full value means the suggested selling price plus freight less depreciation. Lessor will be entitled to all proceeds paid under the insurance. Customer will also be solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents.

5. Assignment. The Customer may not assign this Agreement without Lessor's prior written consent.

6. Successors. This Agreement will be binding upon each of the parties hereto and their representative heirs, successors, and assigns.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES.

Authorized Customer Signature

Signature Date: X_____

Printed Authorized Name: John Vierra	Ecolab Assoc: Brent Ellis	Employee #:
Date: November 04, 2021	Agreement Code: LSA-000314994	

Authorized Sysco Signature

Signature Date:X_____

Sysco Account # 417063

For Office Use Only - Keystone Rental Agreement

This Agreement will not be binding upon Ecolab Inc., unless and until it is countersigned below by a proper official at Ecolab's offices in Eagan, Minnesota.

Accepted: _____ Date: _____ Ecolab Account No: 0503788999

Rev. 06/19/2014

Automatic Fire Sprinklers, Inc.

QUOTATION: 291774

Wayne Automatic Fire Sprinklers, Inc.
222 Capitol Court
Ocoee, FL 34761

LIFE SAFETY AGREEMENT – INSPECTION SERVICES

"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security, and Fire Systems"

	BILL TO:	JOB LOCATION:		
Company	Forest Lake Golf Club	Forest Lake Golf Club	Date	July 29, 2014
Address	P O Box 158	10521 Clarcona-ocoee Rd.	Expiry Date	Aug 28, 2014
			Sales Rep.	Kerri Marvin
City,State	Ocoee, FL 34761	Ocoee, FL 34761	Cell Phone	(321)332-4599
Contact	Marilee Ezell	Jeff Moore	Work	(407)656-3030, x1561
Phone	(407)654-4653	(407)654-4653	Fax	(407)656-8026
Fax		(407)654-2741	Email	kmarvin@waynefire.com

FIRE SPRINKLER SYSTEM INSPECTION AND TESTING FREQUENCY

Description	Amount	Comment
NFPA 25 Annual	$250.00	
NFPA 25 Quarterly	$100.00	
NFPA 25 Semi-Annual	$100.00	
NFPA 25 Quarterly	$100.00	
Fire Pump Inspections		
NFPA 25 Monthly Fire Pump Run	N/I	
NFPA 25 Annual Fire Pump Test	N/I	
NFPA 25 Annual Fire Hydrant Test	N/I	
NFPA 25 Annual Fire Backflow Certification	N/I	
Domestic Backflow Certification	N/I	
Other Services (Yearly Rate):	N/I	

Annual Fire Sprinkler System Total: $550.00 **Accept: _____** **Decline: _____**

(Please Initial to Accept or Decline)

FIRE ALARM SYSTEM INSPECTION AND TESTING FREQUENCY

Description	Amount	Comment
NFPA 72 Annual	$250.00	Siemens sxl-ex sk dialer
NFPA 72 Quarterly	N/I	
NFPA 72 Semi-Annual	N/I	
NFPA 72 Quarterly	N/I	
NFPA 72 Annual Duct Detector Test and Inspection	N/I	
Other Services (Yearly Rate):	N/I	

Annual Fire Alarm System Total: $250.00 **Accept: _____** **Decline: _____**

(Please Initial to Accept or Decline)

MISCELLANEOUS

Description	Amount	Comment
Inspection Permitting Fees	N/I	
Third Party Reporting Fees	N/I	
Pre-Engineered Fire Suppression System	N/I	
NFPA 10 Annual Fire Extinguisher Certification	N/I	
Fire Extinguisher Certification		
Annual Certification Inspection, State Tag and State Seal	N/I	
6 yr Maintenance / 12 yr Hydrostatic Test	N/I	
Exit/Emergency Light Test and Inspections	N/I	
Other Services (Yearly Rate):	N/I	

Miscellaneous Total: $0.00 **Accept: _____** **Decline: _____**

(Please Initial to Accept or Decline)

*N/I = Not Included

NOTES:

AUTHORIZATION: The person executing the Life Safety Agreement ("Agreement") on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's Designee and to bind Owner or Owner's Designee to all terms herein.

SCOPE: Customer/Subscriber may contract in the Agreement for one or more of the following services: fire sprinkler inspection, fire alarm inspection, and fire extinguisher inspection. The provisions of the General Terms and Conditions apply to all services provided and by Wayne Automatic Fire Sprinklers, Inc. ("WAFS") under the Agreement except as indicated otherwise in the General Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS' LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS ($50,000.00). ***THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.***

WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

WAIVER OF SUBROGATION: WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer Subscriber. Customer Subscriber agrees to rely exclusively on Customer/Subscriber's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

TERM OF AGREEMENT/ RENEWALS: The term of this Agreement shall be for a period of one year unless noted otherwise. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term.

CANCELLATION: This contract may be cancelled by either party with thirty (30) days written notice to the other provided the contract term length is met.

INSPECTION NOTIFICATION: Prior to WAFS performing any tests, the Customer Subscriber must notify any alarm monitoring company, the local fire department, and all occupants and tenants.

ADDITIONAL EQUIPMENT: In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual inspection charge shall be increased in accordance with WAFS's prevailing rates as of the first inspection of the additional equipment/modification.

SCOPE OF INSPECTION: The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection test. The inspection and testing provided under this Agreement do not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments; daily, weekly or monthly inspection requirements and or maintenance per NFPA 25 and/or 72; obstruction investigation or prevention; fire pump maintenance; testing of fire hoses; freeze plug inspection; or internal pipe inspection. WAFS may choose to offer such services at an additional charge and pursuant to a separate written agreement, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Any suggested improvements itemized on an inspection and/or testing report does not constitute an engineering review as such items are not part of the NFPA required inspection and test; such items will be noted as an inspection Observation. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. WAFS makes no guarantee or assurance that all defects or deficiencies in the systems have been identified and itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. WAFS is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

Customer/Subscriber is responsible for the applicable NFPA 25 and 72 line items requiring test and inspection in intervals greater than the annual testing frequency (this includes the test and inspection of items such as, but not limited to, smoke detector sensitivity, fire sprinkler heads, three- and five-year inspections, sound pressures, etc.) unless otherwise specified in the Agreement.

ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, backflow permitting, third party reporting fees, and any increases thereof, which may be imposed upon WAFS because of this Agreement unless otherwise stated within the Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

WATER SUPPLY: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer/Subscriber. WAFS recommends that the water supply be tested and treated, where necessary, for any microbiological organisms that may influence corrosion, and will provide such services upon execution of a separate written Agreement.

WATER DISCHARGE: WAFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability arising out of or relating to water discharge.

LOCATION OF DEVICES: Customer/Subscriber is responsible for locating and/or identifying all devices that are not visibly marked, such as duct detectors, damper controls, drum drips, low point drains, etc.

DRY PIPE SYSTEM: Customer/Subscriber is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system as residual water may freeze, cause damage to the pipes or other components, and cause significant water damage to the premises and property therein. During the inspection and testing of dry pipe systems, WAFS will utilize all accessible low point auxiliary drains and/or drum drips so that the residual water can be drained.

DUCT DETECTORS: If testing of Duct Detectors is included in this Agreement, the testing of the Duct Detectors will be limited to testing at floor level using approved smoke devices to test the entry of smoke into the sensing chamber of the Duct Detector head and through the use of remote testing key switches unless otherwise specified in the Agreement. Testing of the air flow across the sampling tube is not included in this Agreement.

ATTICS: To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

NFPA 25 and 72: Customer/Subscriber has reviewed and is familiar with the National Fire Protection Association Standards 25 & 72 (NFPA 25 & 72) and understands the requirements and consequences of failure to comply with the requirements therein. Customer/Subscriber shall comply with the requirements of NFPA 25 & 72. Customer Subscriber is responsible for maintaining all fire protection equipment and all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

SCOPE OF FIRE EXTINGUISHER INSPECTION: NFPA 10 is the standard for portable fire extinguishers and inspection services related to Customer/Subscriber's fire extinguishers shall be provided in accordance with NFPA 10. Customer Subscriber is familiar with NFPA 10, its requirements and Customer Subscriber's responsibility and duties pursuant to NFPA 10. Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement. The scope of this inspection is limited to the inspection, and maintenance (as defined by NFPA 10, Section 3.3.15) of the fire extinguishers in place at Customer/Subscriber's inspection location. Customer/Subscriber acknowledges that it is the Customer/Subscriber's responsibility to assure that inspection, maintenance and recharging of fire extinguishers occurs.

FIRE EXTINGUISHER SERVICES/FREQUENCY: The inspection and maintenance (as defined by NFPA 10, Section 3.3.15) provided pursuant to this Agreement shall be provided on an annual basis only pursuant to NFPA 10, Section 7.3.1.1.1. All other inspections and monitoring required to be performed monthly or more frequently than at one year intervals shall remain the sole responsibility of Customer Subscriber unless this Agreement specifically provides for fire extinguisher inspections and services at intervals more frequently than on an annual basis.

CONTRACT TOTAL (EXCLUDES APPLICABLE TAXES)

Total annual cost if paid according to the above breakdown: $800.00

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:	WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:
Name:	WAFS Rep: Kerri Marvin
Print Name/Title:	Title: Sales Representative
Date:	Date: July 29, 2014

PLEASE FAX ALL PAGES TO (407)656-8026 OR EMAIL: kmarvin@waynefire.com

Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.
Payment to be made as follows: NET 30. Visa, MasterCard, American Express, and Discover Card accepted.

Orlando, FL 32854-0950
407-839-8485
billing@cfalarm.com

CENTRAL FLORIDA ALARM SERVICES

Invoice

BILL TO:	SHIP TO:	
FOREST LAKE GOLF CLUB (C3452) 10521 CLARCONA OCOEE ROAD APOPKA, FL 32703	**FOREST LAKE GOLF CLUB (C3452)** 10521 CLARCONA OCOEE ROAD APOPKA, FL 32703	**Invoice #**: 15343 **Invoice Date**: 10/15/2024 **Due Date**: 10/30/2024 **Terms**: Net 15 Days

ACTIVITY	QTY	RATE	AMOUNT
Monthly Monitoring for Period 11/1/2024 - 11/30/2024 Clubhouse	1.0	26.34	$26.34
Monthly Monitoring for Period 11/1/2024 - 11/30/2024 Clubhouse Fire	1.0	59.35	$59.35
Monthly Monitoring for Period 11/1/2024 - 11/30/2024 Maintenance Bldg	1.0	37.35	$37.35
Monthly Monitoring for Period 11/1/2024 - 11/30/2024 Cart Barn	1.0	37.35	$37.35

TAX (6.5%):	$10.43
TOTAL:	$170.82
TOTAL AMOUNT PAID:	50 00
BALANCE DUE:	$170.82

-1 pr. 1- Apr. 30.

EXHIBIT “D”

PERSONAL PROPERTY

Forest Lake Golf Club As Of March 15th 2025 Turf Maintenance Equipment

Golf Carts	Type of Equipment	Year	
Yamaha	Gas	2021 / 2019 / 2017	59 Each
EZGO	Elite Electric	2023	25 Each
Pro Shot GPS	GPS Units		79 Each
EZGO	48 Volt Electric	Older	1 Each
Greens/Tees	**Type of Equipment**	**Model**	
Toro	Greensmower	3150	Greens
Toro	Greensmower	3150	Greens
Toro	Greensmower	3150	Tee Aprions /Verticut
Toro	Greensmower	3150	Tees
Toro	Greensmower	3150	Tees
Toro	Walking Greenmower		When Needed
Fairways/Short Rough	**Type of Equipment**	**Model**	
Toro	Fairway Mower Reel	6500D	Primary FWY
Toro	Fairway/Rough Reel	6500D	Primary FWY
Toro	Fairway/Rough Reel	6500D	Backup
Toro	Fairway/Rough Reel	6500D	Bacup
Toro	Fairway/Rough Reel	6500D	Parts Backup
Fringe/Slope	**Type of Equipment**	**Model**	
Toro	Fringe/Slope Reel	3100D	Collars Tees
Toro	Fringe/Slope Reel	3100D Sidewinder	Collars Tees
Toro	Fringe/Slope Rotary	3500D Sidewinder	Slopes
Toro	Fringe/Slope Rotary	3500D Sidewinder	Slopes
Toro	Fringe/Slope Rotary	3500D Sidewinder	Backup
Toro	Fringe/Slope Rotary	3500D Sidewinder	Backup
Toro	Fringe/Slope Rotary	4500D	Slopes / Roughs
Toro	Fringe/Slope Rotary	4500D	Slopes / Roughs
Toro	Fringe/Slope Rotary	4500D	Backup
Rough Mowers	**Type of Equipment**	**Model**	
Jacobsen	72" Outfront Rotary	648	Higher Rough
Toro	72" Zero Turn Rotary	7200	Around Trees / Roughs
Toro	72" Zero Turn Rotary	7200	Around Trees / Roughs
Toro	60" Zero Turn Rotary	6000	Clubhouse / Grounds
Bush Hog 1101	PTO 11' 3 Gang Rotary	1100	Large Roughs
Transportation	**Type of Equipment**	**Model**	
Toro	Large Workman	3100	Utility Wt. Dump
Toro	Large Workman	3200	Utility Wt. Dump
Club Car XRT	Large Truckster	XRT	Utility
Club Car	Carryall	II	Utility
Club Car	Carryall	II	Utility
Club Car	Carryall	II	Utility
Yamaha Umaxx	Beverage Café	White	Primary
Cushman	Beverage Café	Green	Backup
Yamaha	Beverage Café	Green	Backup
EZGO Utility	Utility	White	Cart Barn
Club Car Range	Utility	Range Picker	Primary
Yamaha	Utility	Dark Green	Asst / Irrigation
Yamaha	Golf Cart	Light Green	Superintendent Cart
Bunkers		**Model**	
Toro	Sand Rake/Spiker	3020	Greens / Tees
Toro	Sand Rake	3040	Primary
Toro	Sand Rake	3040	Primary
Sprayers		**Model**	
Toro	Large Workman	200 Gallon	Primary
Toro	Large Workman	200 Gallon	Backup
Tractors		**Model**	
Kubota	2 Wheel Drive	5040	Primary
John Deere	2 Wheel Drive	5220	Large
Ford	2 WI Drive/End Loader	3930	End Loader
Ford	2 Wheel Drive	3430	For PTO Use
John Deere	4 Wheel Drive	4300	Small Needs Work
Ford	2 WI Drive	3430	Backup
Miscellaneous		**Type**	
Turfco	Pull Behind Topdresser	1530	Primary
Turfco	Pull Behind Topdresser	1530	Primary
Turfco Blower	Pull Behind		Primary
Toro	648 Greens Aerator	Greens	Primary
Toro	Pull Behind FWY Aerifier		
Provonost Trailer	Dump Trailer		
David Trailer	6 X 12	Utility	Equipment Hauling
David Trailer	6 X 12	Utility	Equipment Hauling
Foley	Reel Grinder	Reels	
Neary	Bedknife Griner	Reels	
Salsco	Greens Roller		
Range Servant	Range Ball Picker		Primary
EZ Picker	Range Ball Picker	2 Each	Backup
Anderson	Walking Fertilizer Spread		
Gandy	Walking Drop Spreader		
Gandy	Walking Drop Spreader		
3 Point Rotary	Bush Hog Type	Tractor Mounted	Rough Rough
Vicon	3 Point Hitch Spreader	Fertilizer Spreader	
RainBird Rotor Inserts	Various New	(25 EA) 1100 & 1150	
Furniture & Fixtures	Clubhouse	Chairs Tables Etc.	
Small Powered Equip.	Weedeaters/Chain Saws	Various Units	
Golf Tools / Supplies	Cup Cutters, Shovels	Flags Flag Stick	
Maintenance Trailer	Crew Room	Irrigation Computer	RainBird Nimbus II
Turf Equip Parts	Mechanic Parts	Various	
Pull Behind Roller	Krieger		
3 Point Hitch Roller	Krieger		
Fuel Tank	550 Gallon		
Diesel Tank	550 Gallon		
Trailer Mount Fuel Tank	250 Gallon		
Air Compressor	Maintenance Only		
Various Small Trailers	4 Each		
Most Mechanic Tools	**Privately Owned**	**Golf Maintenance & Cart**	

Yamaha Rental Cart Numbers

J0A-0000854	39 (Maintenance)	**J0K-0001458**	33
J0A-0000858	42	**J0K-0209501**	62
J0A-0000862	73	**J0K-0209502**	--
J0A-0000868	35	**J0K-0209503**	63
J0A-0001196	40	**J0K-0209504**	54
J0A-0002618	--	**J0K-0209505**	77
J0A-0002623	72	**J0K-0209506**	--
J0A-0002626	71	**J0K-0209507**	--
J0A-0002629	43	**J0K-0209508**	60
J0A-0002634	76	**J0K-0209509**	57
J0A-0002643	78	**J0K-0209510**	53
J0A-0002644	38	**J0K-0209511**	66
J0K-0001431	23	**J0K-0209512**	49
J0K-0001432	24	**J0K-0209513**	81
J0K-0001433	30	**J0K-0209514**	67
J0K-0001434	26	**J0K-0209515**	65
J0K-0001435	29	**J0K-0209516**	83
J0K-0001436	--	**J0K-0209517**	56
J0K-0001438	27	**J0K-0209518**	45
J0K-0001439	34	**J0K-0209519**	68
J0K-0001440	25	**J0K-0209521**	51
J0K-0001441	31	**J0K-0209522**	59
J0K-0001442	19	**J0K-0209523**	70
J0K-0001443	15	**J0K-0209524**	69
J0K-0001444	18	**J0K-0209525**	48
J0K-0001445	20	**J0K-0209526**	55
J0K-0001446	17	**J0K-0209527**	52
J0K-0001447	16	**J0K-0209528**	82
J0K-0001454	32	**J0K-0209529**	50
J0K-0001457	22	**J0K-0209530**	61

EXHIBIT “E”

VOUCHERS

(FORTHCOMING)

EXHIBIT “F”

MEMBERS

(FORTHCOMING)

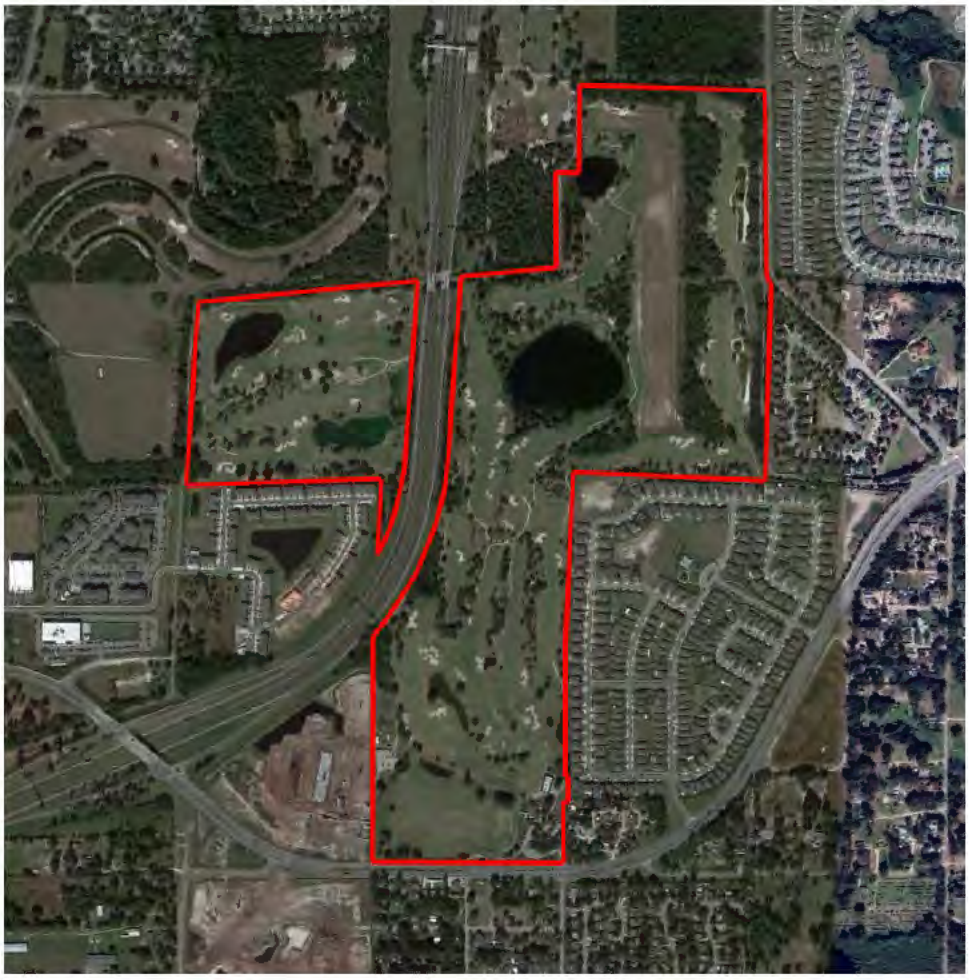
EXHIBIT “G”

PHASE I ASSESSMENT

Phase I Environmental Site Assessment

Ardaman & Associates, Inc.

Phase I Environmental Site Assessment Update Report
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida



Client:

Forest Lake Golf Club, LLLP
10521 Clarcona Ocoee Road
Apopka, Florida 32703

Prepared By:

Ardaman & Associates, Inc.
8008 S. Orange Avenue
Orlando, Florida 32809
(407) 855-3860

Ardaman File No. 24-6636

www.Ardaman.com

October 23, 2024

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

October 23, 2024
Ardaman File No. 24-6636

Forest Lake Golf Club LLLP
10521 Clarcona Ocoee Road
Apopka, Florida 32703

Attention: Mr. Ken Ezell
kezell@cecgolfdesign.com

Subject: Phase I Environmental Site Assessment Update
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Dear Mr. Ezell:

As requested, we have completed a Phase I Environmental Assessment Update following the methodology of ASTM Practice E 1527-21 and 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) for the above referenced site. This Phase I ESA provides our professional opinion relative to the possibility of recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, de minimis conditions and significant data gaps as defined in ASTM Practice E 1527-21 and 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI), in connection with the subject property.

This report was prepared by Kathryn B. Minter with Ardaman & Associates, Inc. under the supervision of Carl R. Stephens, P.E. Resumes are provided in **Appendix A**.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 40 CFR 312.10. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

We appreciate the opportunity to work with you on this project. If you have any questions concerning the findings and conclusions contained in this report, please contact Carl Stephens at (407) 855-3860 or via email at cstephens@ardaman.com or Kathryn Minter at (407) 620-0880 or via email at kminter@ardaman.com.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Florida Registry 5950

for Kathryn B. Minter
Geologist

Carl R. Stephens, P.E.
Senior Project Engineer

KBM/CRS/kbm
24-6636 Forest Lake Golf Club ESA.docx (2024 Env.)

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Appendixes

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Appendix D	Regulatory Database Report
Appendix E	Regulatory File Review Documentation
Appendix F	Historical Review Documentation
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1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) Update was conducted by Ardaman & Associates, Inc. (Ardaman) for Forest Lake Golf Club, LLLP. This Phase I ESA Update was performed in general accordance with the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM International (ASTM) Designation: E1527-21, for the approximate 232-acre property located at 10521 Clarcona Ocoee Road in Orange County, Florida (Subject Property). The Subject Property was undeveloped, vacant land other than citrus groves on the southern portion until the existing golf course was constructed in 1990s. The Subject Property information is described in **Table ES.1.**

Table ES.1 – Property Information

Item	Description
Subject Property Name	Forest Lake Golf Club
Street Address	10521 Clarcona Ocoee Road
City	Apopka
County	Orange
State	Florida
Parcel Number(s)	05-22-28-0000-00-001 (229.40 acres) and 32-21-28-9154-01-012 (2.4 acres)
Acres	231.80
Owner	City of Ocoee
Current Use	Golf course

The purpose of this assessment is to determine whether hazardous substances or petroleum products have been released in, on, or at the Subject Property under conditions that would represent a recognized environmental condition (REC). **Table ES.2** summarizes known or suspect environmental conditions in connection with the Subject Property based on information collected during the ESA. The items may include RECs, controlled recognized environmental conditions (CREC), historical recognized environmental conditions (HREC), *de minimis* conditions, and significant data gaps. Definitions of environmental conditions are provided in **Section 2.1**.

Table ES.2 – Summary of Findings and Determinations

Finding	Determination
Several small areas of oil spills and leaks onto unpaved ground were observed.	*De Minimis*

Further details of the environmental conditions listed on **Table ES.2** are as follows:

1.1 RECs

No RECs were identified. Soil and groundwater assessment was conducted in September and October 2024 relative to the RECs identified in the July 2024 Phase I ESA. As discussed in Section 5.2.6, based on the results of our soil and groundwater assessment, no soil or groundwater contamination above applicable standards was encountered at the site during the assessment. Therefore, these former RECs are not currently RECs by definition.

1.2 CRECs

No CRECs were identified.

1.3 HRECs

No HRECs were identified. We note that since a discharge of hazardous substances or petroleum products resulting in contamination above applicable target levels did not occur, the former RECs discussed in Section 5.2.6 are, by definition, not HRECs.

1.4 De Minimis Conditions

The following *de minimis* conditions were identified:

- Mowers, tractors and other maintenance vehicles were observed north of the maintenance shop. This area is being cleaned up and mowed. We noted small motor oil and hydraulic oil spills under some of the vehicles, but the small spills are considered a *de minimis* condition. Regardless, the leaks to bare soil should be stopped and the impacted soils should be removed.

- Older, out of service vehicles and equipment were stored in the "bone yard" along the west edge of the property, west of the maintenance shop. A trailer with the old turbine pumps for the reclaimed irrigation water was located in this area. Oil from the pumps has leaked onto bare ground. This *de minimis* condition that should also be cleaned up.

While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

1.5 Significant Data Gaps

No significant data gaps were identified.

2.0 INTRODUCTION

The subject property is located at 10521 Clarcona Ocoee Road in Apopka, Orange County, Florida. The subject property is developed with Forest Lake Golf Club, an eighteen-hole golf course, as well as a clubhouse, maintenance areas and one irrigation well pump house. The golf club is divided by S.R. 429. The subject property is situated in Section 5, Township 22 South, Range 28 East and in Section 32, Township 21 South, Range 28 East. The site location is superimposed on the Winter Garden, Florida USGS quadrangle map presented as the Site Location Map, **Figure 1**.

According to the tax parcel information provided on the Orange County Property Records website, the subject property parcels total 231.80 acres. The parcels are designated by the Orange County Property Appraiser as Parcel Identification Numbers 05-22-28-0000-00-001 and 32-21-28-9154-01-012. Photographic documentation of the site reconnaissance is presented in **Appendix B**.

The Subject Property is accessed from Clarcona Ocoee Road along the southern property boundary.

The Subject Property consists of an eighteen-hole golf course, a clubhouse, maintenance areas and a reclaimed water irrigation and infiltration facility. A 2021 aerial photograph of the subject property is included as **Figure 2**. A General Site Plan of the Clubhouse and Cart Barn is included as **Figure 3**. A General Site Plan of the Maintenance Area is included as **Figure 4**.

According to the Orange County Property Appraiser website, the Subject Property currently has the following structures:

Year Built	Building Area (Square Feet)	Description
1994	5,676	Clubhouse
1994	3,920	Main Maintenance Garage
1994	5,226	Cart Storage
1994	Unknown	Pump Shed

Based on site observations, an interview with Site Manager Mr. Ken Ezell and review of the property appraiser records, septic systems are used for the clubhouse and maintenance areas.

No evidence of current or previous heating oil tanks, such as vents or fill ports, was observed on the subject property during our site reconnaissance. The clubhouse is heated and cooled by electric air conditioning units. The cart barns and the maintenance buildings are cooled by portable electric fans.

2.1 Purpose

The purpose of this ESA is to identify whether recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or de minimis conditions are present on the Subject Property. RECs are (1) the presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the Subject Property under conditions that pose a material threat of a future release to the environment. HRECs are a previous release of hazardous substances or petroleum products affecting the Subject Property that have been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the Subject Property to any controls. A HREC is not a REC. CRECs are recognized environmental conditions affecting the Subject Property that have been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls. A de minimis condition is a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a condition is not a REC nor a CREC.

This ESA is intended to satisfy one of the requirements for the innocent landowner defense to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability:

that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good customary practice," as defined in 42 U.S. Code Section 9601 (35)(B).

2.2 Detailed Scope of Services

The scope of work (SOW), based on ASTM E1527-21 Environmental Site Assessments: Phase I Environmental Site Assessment Process, is to identify whether RECs are present on the Subject Property. Phase I ESAs typically are conducted in a four-phase process, including: records review; site reconnaissance; interviews with current owners, occupants of the Subject Property, and local government agencies; and preparation of a report.

Report limitations are provided in **Section 2.4**. Deviations from ASTM E1527-21 are described in **Section 2.6**.

In addition to the site reconnaissance, readily available resources including, but not limited to, soil surveys, Subject Property maps, aerial photographs, U.S. Geological Survey (USGS) topographic maps, and regulatory records were reviewed. A listing of referenced documents utilized during this assessment is provided in **Section 10**.

ASTM E1527-21 establishes a 180-day viability period for Phase I ESA reports. The 180-day period commences upon the earliest date of five specific components of the report. The component dates and report viability date are summarized in **Table 2.1**.

Phase I Environmental Site Assessment Task	Date
Date of Initial Interview(s) of Past and Present Owners and Occupants	October 15, 2024
Date of Initial Regulatory Record Reviews	October 17, 2024
Date of Visual Inspection(s) of Subject Property and Adjoining Properties	October 18, 2024
Earliest Date of Interviews, Record Reviews, and Inspections	October 15, 2024
Report Viability (expiration) Date	April 13, 2025

2.3 Significant Assumptions

In conducting the Phase I ESA, Ardaman assumes that all information obtained from others for the Subject Property, including environmental records search services, is correct and complete. Additionally, Ardaman assumes that the client and/or the current owner(s) and/or occupants within the Subject Property have provided Ardaman with all reasonably ascertainable prior environmental information concerning the Subject Property.

Ardaman assumes that the User will read this report in its entirety.

The direction of groundwater flow in the area of the subject property may have been assumed based on site observations of topographic slope, proximity of nearby water bodies, file record information, contamination assessment reports, and a review of current topographic maps. The actual groundwater flow in this area may vary from the assumed direction due to a number of influences.

Unless otherwise noted in this report, Ardaman relied on reports prepared by, and statements made by, others, but did not verify their accuracy. The only purpose of any discussion of a mechanical, electrical or conveyance system in this report, including wastewater, storm sewer, potable water, sanitary sewer, storage tank, transformer, mechanical, heating and cooling, solid

waste, wells and septic systems, is to assess their possible effect on contaminating soil and/or groundwater on the subject property with hazardous materials or petroleum. The construction, operation, and verification of the actual presence of said systems, is outside the scope of work unless otherwise noted.

2.4 Limitations

This Phase I ESA was performed in general accordance with ASTM Standard E1527-21 and current, generally accepted practices and standards of care, consistent with the level of care and skill exercised under similar circumstances by other professional consultants or firms performing the same, or similar, services. Ardaman notes that no environmental standard can eliminate the role of professional judgment and that other parties may reach different conclusions. Therefore, this section identifies limitations associated with this Phase I ESA.

An ASTM Standard E1527-21 Phase I ESA is not a comprehensive site assessment and should not be construed as such. This report presents opinions that are based on the findings of visually observable on- and off-site conditions at the time of the site visit, a review of specific records and historical sources, and comments made by interviewees. The lack of evidence of Recognized Environmental Conditions (RECs) does not guarantee the absence of such conditions; rather, it indicates that none were identified as a result of the Phase I ESA scope of services implemented and the conditions at the time the work was completed. Should additional documents and information become available it may be necessary for a re-evaluation of our conclusions. The conclusions of this report are based on available data.

This Phase I ESA is subject to the limitations cited in ASTM Standard E1527-21, including the limited period of viability of 180 days (as identified in **Table 2.1** in **Section 2.2**).

Unless specifically cited in this report, any conclusions associated with subsurface soil, soil vapor, and/or groundwater impacts, are limited to those that can be formed based on a review of the listed records, interviews with the listed individuals, visual observations at the time of inspection of the Subject Property, if applicable, and non-intrusive investigation. No borings, soil or groundwater sampling or chemical testing was conducted. Therefore, conclusions regarding the conditions of the site do not represent a warranty that all areas within the site area are of the same quality as may be inferred from observable site conditions and readily-available site history.

This Phase I Assessment is not designed to provide data accumulation, chemical or radiological analyses, or inferences as to surface/subsurface soil contamination or the conditions of surface or groundwater at the site. In addition, it is not designed to provide information concerning improvements to the property in particular, the contents or construction materials of building and support facilities. Conclusions drawn from the results of this assessment should recognize the limitations of the methods utilized.

This report and its findings are based on information from standard sources that are reasonably ascertainable (publicly available, readily obtainable within a reasonable time and cost, and practically reviewable). Ardaman has attempted to ascertain, but does not guarantee, the authenticity or reliability of information it has received from outside sources. Sources used in this report are cited in the text and in the listed as references in **Section 10**.

Client recognizes that the scope of work under this Phase I Environmental Assessment is limited by Client's budget for services, and that a more detailed and extensive scope of work at greater cost to the client may yield more accurate and reliable information regarding conditions at or near

the property. Nevertheless, client recognizes and assumes the inherent risk of the scope of work performed under this Phase I Environmental Assessment.

As with all assessments, the level of information obtained is a function of both time and budgetary constraints. Additional information regarding subsurface conditions at the study site could be obtained. Should you desire these services we would be pleased to prepare an appropriate proposal outlining the cost and time frame associated with any additional services.

This report is not intended to be taken, in any manner, to include any critique or evaluation of the present land use activities or the structural, mechanical or electrical systems which may be incorporated into the project. It is not intended to be an opinion with respect to any legal relationship or responsibilities as between the architect, the engineers, the contractor, potential purchaser or the owner of the project. While we have reviewed some documents, any statement which we make related thereto is based on our experience as engineers and is not intended to be deemed a legal opinion or conclusion. In making this review and subsequent on-site inspections, Ardaman & Associates, Inc., does not assume any of the legal responsibilities of the design architects and engineers, or contractors for this project, nor is any other warranty or representation either expressed or implied, included or intended.

This Phase I ESA's limited scope of services precludes Ardaman from providing a warranty or guarantee regarding the presence or absence of hazardous substances or petroleum products that could potentially affect the property. None of the work performed constitutes, nor should be represented as, a legal opinion of any kind or nature, but is a representation of professional findings of fact based on the information examined. Implementation or use of the findings or conclusions of this report does not preclude the potential for present or future environmental liability.

2.5 Exceptions

There are no exceptions.

2.6 Limiting Conditions/Deviations

There were no limiting conditions, deletions, or deviations from ASTM E1527-21.

2.7 Special Terms and Conditions

This ESA was conducted by Ardaman in accordance with our executed agreement dated September 28, 2024.

2.8 User Reliance

This Phase I ESA Report was prepared according to the scope of work approved by Forest Lake Golf Club, LLLP under the terms and conditions defined in the contract between Forest Lake Golf Club, LLLP and Ardaman. This report is intended for the sole and exclusive use of Forest Lake Golf Club, LLLP. No other party is granted Reliance on this report without the express written consent of Forest Lake Golf Club, LLLP, execution of a Reliance Letter agreement between that party and Ardaman, and acceptance of the terms and conditions in the contract between Forest Lake Golf Club, LLLP and Ardaman. To avoid any ambiguity, proper execution of a Reliance Letter in a form acceptable to Ardaman is a condition precedent to third-party reliance on the Report.

With the consent of Forest Lake Golf Club, LLLP, Ardaman is available to work with other parties in developing probability estimates, assuming mutually agreed contract terms, given other parties unique risk management concerns.

3.0 USER PROVIDED INFORMATION

The following sections summarize information (if any) provided by the client (Forest Lake Golf Club, LLLP), also identified as the User of this ESA. Ardaman provided an environmental User Questionnaire to Ken Ezell of Forest Lake Golf Club, LLLP. The completed questionnaire is provided in **Appendix C**.

3.1 Title Records

Procurement of chain-of-title records were not included in the scope of work for this Phase I ESA.

According to the Orange County Property Appraiser's website, the subject parcel's last sales were as follows:

- Parcel No. 05-22-28-0000-00-001 was last granted to the City of Ocoee in December 1987.
- Parcel No. 32-21-28-9154-01-012 was last granted to the City of Ocoee in October 1993.

3.2 Environmental Liens and Activity and Use Limitations

Environmental liens and activity and use limitations (AULs) information was evaluated as part of this ESA. The Subject Property was not listed on the NPL Liens, Liens, CERCLA Liens Information, or Deed Restriction Listings databases searched by Environmental Data Resources (EDR). The EDR Database Report is included in **Appendix D.**

3.3 Specialized Knowledge

According to the Subject Property representative and User Questionnaire, the client has no specialized knowledge regarding or experience that is material to RECs associated with the Subject Property.

3.4 Actual Knowledge

According to the Subject Property representative and User Questionnaire, the client has no actual knowledge of any environmental lien or AULs encumbering the Subject Property or in connection with the Subject Property.

3.5 Valuation Reduction for Environmental Issues

The client has no knowledge of valuation reduction for environmental issues associated with the Subject Property.

3.6 Commonly Known or Reasonably Ascertainable Information

The client did not provide any other commonly known or reasonably ascertainable information regarding potential RECs.

3.7 Degree of Obviousness

The client is not aware of any obvious indications of the presence or likely presence of releases or threatened releases at the Subject Property.

3.8 Other

According to the client, this Phase I ESA was requested as part of a real estate transaction.

4.0 SITE RECONNAISSANCE

The purpose of the site reconnaissance is to collect information and make observations to help identify RECs, CRECs, HRECs and *de minimis* conditions in connection with the Subject Property.

4.1 Observation

The Subject Property is comprised of two parcels totaling approximately 231.80 acres of land and is identified as having the address of 10521 Clarcona Ocoee Road. The Subject Property is a City of Ocoee Rapid Infiltration Basin (RIB) site for treated effluent that is improved with an 18-hole golf course and a club house and a driving range. The course is accessed from Clarcona Ocoee Road. Holes 3 through 7 are located on the portion of the course located west of SR 429. Structures on the property include a clubhouse and cart barn near the southeast corner of the property and a maintenance warehouse and storage shed near the southeast corner of the site. The property is irrigated with reclaimed wastewater produced by the City of Ocoee. The RIB site does not appear to be active and based on conversation with George Clifton of Forest Lake Golf Club, LLLP Group, it appears that little to no water has been sent to the RIB site in recent years. A holding pond and pump station are located west of SR-429. A General Site Plan of the Clubhouse and Cart Barn is included as **Figure 3**. A General Site Plan of the Maintenance Area is included as **Figure 4**.

The Subject Property site visit was conducted on October 18, 2024 by Michael Denton with Ardaman, accompanied by owner representative Geoge Clifton. At the time of the site reconnaissance, the Subject Property was occupied by the Forest Lake Golf Club. Photographs of the subject property taken during our walk-through are included in **Appendix B**.

4.2 Methodology

The Subject Property is accessed from Clarcona Ocoee Road to the south. The Subject Property site reconnaissance consisted of a walk-through of the Subject Property's structures and exterior areas to explore the presence or former presence of fuel tanks, drums, or other items of potential environmental concern.

The adjacent properties were also observed from adjoining public thoroughfares.

4.3 Interior Observations

Structures include the clubhouse, golf cart "barn", mower and equipment shed with a pesticide/fertilizer storage room, a maintenance shop and an office trailer.

The clubhouse consists of offices, a restaurant, a pro shop, locker rooms and a bar. The golf cart "barn" is located north of the clubhouse. The carts are mostly gasoline-powered at this time though 20 electric golf carts are used. No evidence of repair work in the golf cart "barn" was observed, though tool boxes are present on the work bench. Some concrete etching from battery acid was observed, but all was inside the barn.

A storage shed is located on the east side of the maintenance area. The shed has bins and bays for storage of sand, fertilizer, soil conditioners such as iron sulfate, spray rigs and small tools and miscellaneous parts and supplies. A dedicated pesticide room near the middle of the shed has a catch basin without a drain. Products in the pesticide storage room were primarily fungicides and surfactants. Products observed included herbicides Pylex, Kade 4L, MSO and Sulfentrazone, and fungicide Daconil. No evidence of significant spills or improper storage were observed inside or outside of the pesticide room. Small tools and miscellaneous items and supplies are stored in the closed in overhang at the north end of the shed. No concerns were noted in this area.

Lawnmowers and various maintenance vehicles are stored around the shop, under an awning north of the shop, and are serviced in the maintenance shop. No floor drains were noted in the shop. Adjacent to the shop is an office trailer. No chemical or parts storage was observed in the trailer. Some hydraulic oil leaks were observed east of the shop and north of the shop. However, based on apparent volume spilled, the spills are considered to be de minimis quantities that do not have the potential to cause significant concerns. However, the impacted soils should be removed and disposed of, none the less.

Two fuel storage tanks are located in a block containment south of the shop. No evidence of significant fuel spills were observed around or in the containment. A small trailer-mounted fuel tank is kept at the cart barn to fuel golf carts. No evidence of any spills were observed around or near this fuel tank.

Table 4.1 summarizes the subject property interior observations. Affirmative responses are discussed in detail following the table.

Table 4.1 - Subject Property Interior Observations

Feature	Observed
Storage Tanks	No
Elevators (hydraulicly operated only)	No
Air Compressors	Yes
Fire Suppression System(s)	No
Incinerators	No
Stains or Corrosion on Floors, Walls, or Ceilings (except for staining from water)	Yes
Waste Treatment Systems (include process wastewater and indicate if present indoors and/or outdoors)	No
Presses/Stamping Equipment	No

Press Pits	No
Hydraulic Lifts or In-ground hoists	Yes
PCB-Containing Equipment	No
Paint Booth	No
Plating Tanks	No
Lathes, Screw Machines, etc.	No
Drums, Barrels, Totes, and/or Containers ≥ 5 gallons	No
Unidentified Substance Containers	No
Chip Hoppers	No
Hazardous or Petroleum Waste Streams	No
Underground Storage Tanks	No
Fuel Dispensers	No
Sumps or Cisterns	No
On-site Septic or Sewage Treatment	No
Wells (monitoring, vapor intrusion, potable water, or other wells)	Yes
Dry Cleaning Equipment	No
Photo Processing Equipment	No
Parts Washer	Yes
Cooking Grease Trap	No
Strong, Pungent, or Noxious Odors	No
Oil/Water Separators	No
Floor Drains, Trench Drains, etc.	No

Air Compressors: An air compressor is present inside the shop. No concerns were noted around the compressor.

Parts Washer: A parts washer is present inside the shop. No concerns were noted around the parts washer.

Stains or Corrosion on Floors: The golf carts were previously mostly electric with battery chargers mounted overhead throughout the golf cart “barn”. Twenty electric carts are still used. Concrete etching from spilled battery acid was observed in the barn. If the barn is rinsed out, the lead in the acid would likely be deposited in the small pond north of the barn, via the drop drain north of the barn.

Hydraulic Lifts or In-ground Hoists: An above-ground lift was observed in the maintenance shop. The hydraulics are above ground and no evidence of significant leaks was observed.

Wells: The irrigation well pump house is located southwest of the clubhouse and consists of a small concrete block building housing the electric pump and well. No petroleum products or

petroleum odors were observed in the pump house. No RECs were observed within the pump house.

Wells, Pump Stations: The reclaimed water pump station located west of SR 429 was observed. Four turbine pumps pump water from a holding pond to irrigate the golf course and send excess water to two infiltration basins in the northeast section of the property. A network of monitoring wells are located throughout the property and are sampled by the City of Ocoee. No emergency generators or gas or diesel powered equipment was observed in association with reclaimed water pumping and handling. No oil spills, chemicals or other concerns were observed around the pump station or other reclaimed water facilities.

Floor Drains: The pesticide shed has a catch basin in the concrete floor, but without a drain.

4.4 Exterior Observations

Table 4.2 summarizes the Subject Property exterior observations. Affirmative responses are discussed in detail following the table.

Table 4.2 - Subject Property Exterior Observations

Feature	Observed
Aboveground Storage Tanks	Yes
Underground Storage Tanks	No
Drums, Barrels, Totes and/or Containers > 5 gallons	Yes
Unidentified Substance Containers	No
Chip Hoppers	No
Hazardous or Petroleum Waste Streams	No
Wash Pads	Yes
Fuel Dispensers	Yes
Hydraulic Lifts or In-ground hoists	No
Sumps or Cisterns	No
On-site septic or sewage treatment	Yes
Oil/Water Separators	No
Floor Drains, Trench Drains, etc.	Yes
Pipeline Markers	No
Stressed Vegetation	No
Stained Soil or Pavement	Yes
Pad or Pole Mounted Transformers and/or Capacitors	No
PCB-Containing equipment	No
Wells (Drinking, irrigation, water supply, injection, abandoned, monitoring, dry, or other wells)	Yes
Pump Stations	Yes

Feature	Observed
Trash compactor	No
Soil Piles of Unknown Origin	No
Back-up power generator(s)	No
Cooling Towers	No
Exterior Dumpsters with Staining	No
Leachate or Other Waste Seeps	No
Trash, Debris, or Other Waste Materials	No
Uncontrolled Dumping or Disposal Areas	No
Surface Water Discoloration, Sheen, or Free Product	No
Strong, Pungent or Noxious Odors	No
Storm water retention or detention ponds	Yes

Aboveground Storage Tanks in Maintenance Area: Two 550-gallon aboveground fuel tanks (one diesel and one unleaded gasoline) were observed within a concrete block secondary containment structure south of the maintenance shop. No fuel staining or standing water was observed within the secondary containment, which did not have a drainage valve. It appears that rain water is pumped out as necessary. No monitoring wells were observed around the tanks, indicating that no assessment appears to have been performed previously. **Figure 4** is a General Site Plan of the Maintenance Area. Fuel for the golf carts is dispensed from an approximate 100-gallon, trailer-mounted fuel tank. The smaller tank is filled from the AST at the shop. 5-gallon gas cans were previously used and are kept onsite for backup. The ASTs will be discussed below in Section 4.4

Fuel Dispensers: Fuel dispensers are used for each of the three tanks listed above.

Golf Cart Wash Pad by Golf Cart Barn: Golf carts are washed on the pad north of the barn. A drain sends the wash water to a small pond to the east of the pad. The cart wash down area is a potential concern relative to potential accumulation of lead, petroleum and pesticides over the years; however, recent testing, discussed below, did not indicate the presence of contamination, stained soils or petroleum odors.

Floor Drains, Wash Pads, Pond at Maintenance Area: An equipment wash pad is located adjacent and east of the ASTs. The pad has a drop drain that receives the wash water, which then flows through underground piping to a pond located about 100 feet south of the wash pad. A second drop drain for stormwater drainage is located north of the tank containment. The pesticide storage room is nearby and sprayer tanks are filled at the wash pad. A second area east of the pond is also used to wash equipment. This wash pad is not paved and wash water sheet flows to the pond. The water in the pond appeared green and stagnant, and in 2017 was observed to have a milky appearance. The wash down areas and pond are a potential concern relative to potential accumulation of pesticides, petroleum and other chemicals; however, recent testing, discussed below, did not indicate the presence of stained soils, petroleum odors or contamination above standards,

Drums, Barrels, Totes, and/or Containers ≥ 5 gallons: Four drums of used oil are being stored north of the shop in the weather. While not spills were noted in connection with the drums, we

recommend that they be emptied, brought indoors and placed on containment pallets. Fertilizer totes were observed on-site though no concerns were noted in association with the totes.

Stained Soils at Maintenance Area: Several areas of oil-stained soils were observed east and north of the shop. While the spills are small and considered a *de minimis* condition, the impacted soils should be removed and disposed of properly.

Wells: Four monitoring wells associated with the reclaimed water infiltration basins were observed. The wells are not of concern with respect to contamination.

On-site Septic or Sewage Treatment: Two septic systems are utilized at the golf course, one at the clubhouse and one at the maintenance shop. The septic systems are not considered a REC.

Stormwater Detention/Retention Ponds: Multiple ponds are located at the golf course, as is typical. No sheens, discolorations, odors or other concerns were noted in connection with the stormwater ponds.

4.5 Limiting Conditions

There were no limiting conditions during the site reconnaissance.

4.6 Current Use of Adjoining Properties and Surrounding Area

Adjoining properties were visually examined from public access rights-of-way to make a cursory assessment of the current land use and its potential for RECs which may have an impact on the Subject Property. The Subject Property appeared to be surrounded by light industrial and residential buildings.

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, residential subdivisions and a mobile home park are located on the adjacent east properties, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, two apartment complexes and a City of Winter Garden water facility are located on the adjacent west properties.

5.0 RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify RECs in connection with the Subject Property.

5.1 Physical Setting

The following sections provide information about the geologic, hydrogeologic, hydrologic, or topographic characteristics of the area.

5.1.1 Topography

Based on review of the 1980 Winter Garden, Florida, 7.5-minute USGS topographic map, the subject property appears to be relatively flat with an elevation of approximately 150 to 155 feet (NGVD). A pond on the northern portion of the property has elevations as low as 125 feet NGVD.

5.1.2 Geologic Setting

According to the Physiographic Divisions of Florida available at https://www.arcgis.com/, the Subject Property is located in the Central Lake District.

Based on the 1989 Soil Survey for Orange County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the Subject Property is located in areas mapped as the “Archbold fine sand, 0 to 5 percent slopes” soil series, “Basinger fine sand, frequently ponded, 0 to 1 percent slopes” soil series, “Candler fine sand, 0 to 5 percent slopes” soil series, pits, “Pomello fine sand, 0 to 5 percent slopes” soil series, “St. Lucie fine sand, 0 to 5 percent slopes” soil series, "Seffner fine sand, 0 to 2 percent slopes" soil series, "Tavares fine sand, 0 to 5 percent slopes" soil series and water.

The “Archbold fine sand, 0 to 5 percent slopes”, soil series consists of nearly level to gently sloping soils on low ridges and knolls on the flatwoods. The internal drainage of the “Archbold fine sand, 0 to 5 percent slopes” is moderately well-drained and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the “Archbold fine sand, 0 to 5 percent slopes” soil series is typically within 42 to 60 inches of the natural ground surface.

The “Basinger fine sand, frequently ponded, 0 to 1 percent slopes” soil series consists of nearly level sandy soils in shallow depressions and sloughs and along the edges of freshwater marshes and swamps. The internal drainage of the “Basinger fine sand, depressional” soil series is very poor and the soil permeability is rapid throughout. According to the Soil Survey, the seasonal high water table for the “Basinger fine sand, depressional” soil series is typically above the natural ground surface.

The “Candler fine sand, 0 to 5 percent slopes” soil series consists of nearly level to gently sloping sandy upland soil. The internal drainage of the “Candler fine sand, 0 to 5 percent slopes” is excessive and the soil permeability is rapid in the surface and subsurface layers, and rapid to moderately rapid in the subsoil. According to the Soil Survey, the seasonal high water table for the “Candler fine sand, 0 to 5 percent slopes” soil series is typically at a depth of more than 80 inches below the natural ground surface.

The area north of the maintenance shop is located in an area mapped as Pits. This map unit consists of excavated areas of unconsolidated or heterogeneous soil which has been removed primarily for use in road construction or as fill material in low areas and for building foundations.

The “Pomello fine sand, 0 to 5 percent slopes” soil series consists of nearly level to gently sloping soil on low ridges and knolls on the flatwoods. The internal drainage of the “Pomello fine sand, 0 to 5 percent slopes” is moderately well-drained and the soil permeability is very rapid in the surface and subsurface layers, moderately rapid in the subsoil and rapid in the substratum. According to the Soil Survey, the seasonal high water table for the “Pomello fine sand, 0 to 5 percent slopes” soil series is typically within 24 to 40 inches of the natural ground surface.

The “St. Lucie fine sand, 0 to 5 percent slopes” soil series consists of deep, nearly level to gently sloping soil on the uplands. The internal drainage of the “St. Lucie fine sand, 0 to 5 percent slopes” is excessive and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the “St. Lucie fine sand, 0 to 5 percent slopes” soil series is typically within 72 inches of the natural ground surface.

The "Seffner fine sand, 0 to 2 percent slopes" soil series consists of nearly level soil on the rims of depressions and on broad, low ridges on the flatwoods. The internal drainage of the "Seffner

fine sand" is somewhat poor and the soil permeability is rapid throughout. According to the Soil Survey, the seasonal high water table for the "Seffner fine sand" soil series is typically within 18 to 40 inches of the natural ground surface.

The "Tavares fine sand, 0 to 5 percent slopes" soil series consists of nearly level to gently sloping soil on low ridges and knolls on the uplands throughout the county. The internal drainage of the "Tavares fine sand, 0 to 5 percent slopes" is moderately well drained and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the "Tavares fine sand, 0 to 5 percent slopes" soil series is typically within 40 to 80 inches of the natural ground surface.

5.1.3 Hydrogeology

Based on our review of the USGS map, near-surface groundwater flow direction in the vicinity of the subject property is anticipated to be generally to the west, towards Lake Apopka. No symbols indicating the presence of pits, mining activities, or landfill activities are illustrated on the subject property on the USGS quadrangle map. A sand pit is shown on the USGS quadrangle map, approximately ¼ mile west of the subject property. The depth to groundwater is unknown.

5.2 **Historical Records Review**

Historical data regarding the Subject Property were gathered to determine past uses and evaluate visible environmental issues that may constitute RECs. If included with the Subject Property research data, the uses of the adjoining and surrounding area were also evaluated for environmental issues that may constitute RECs. The following sections describe the aerial photographs, Sanborn® maps, topographic maps, city directories, and ownership information reviewed for the Subject Property.

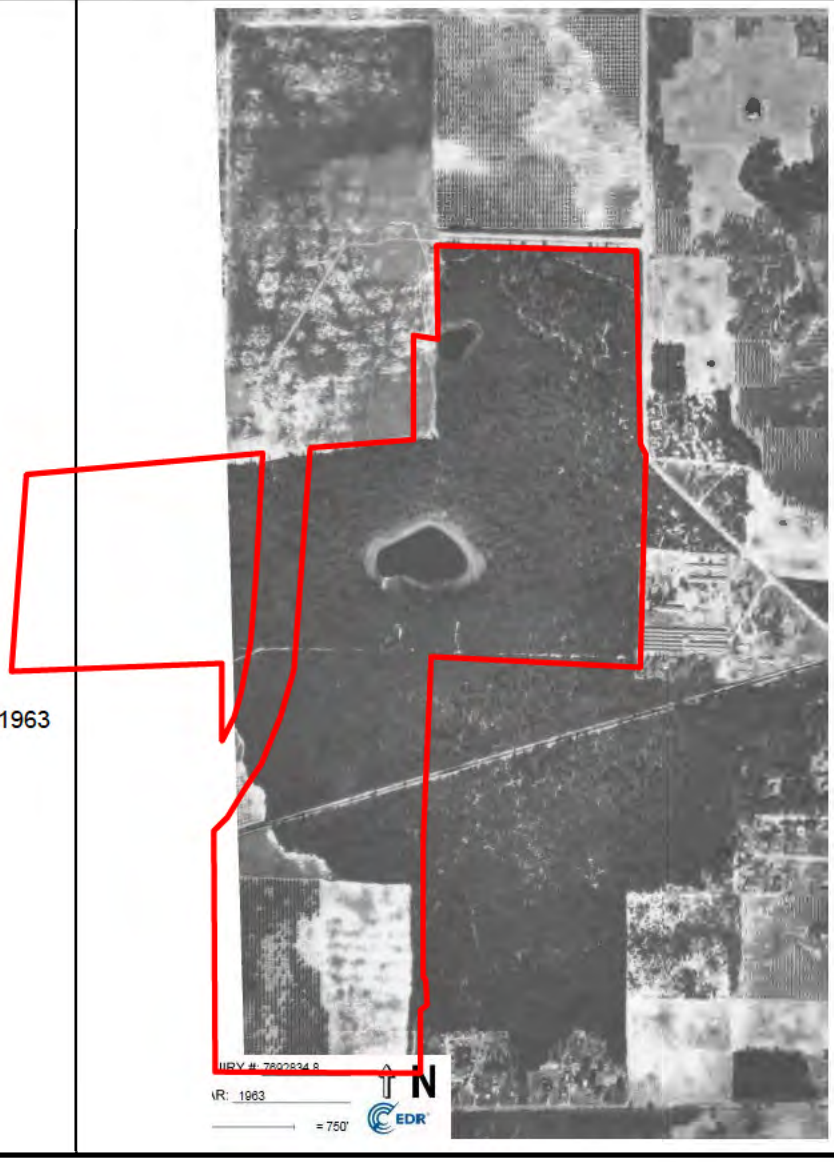
5.2.1 Aerial Photographs

Aerial photographs available from the EDR Aerial Photo Decade Package and Google Earth Pro were reviewed to study the land use within and in the vicinity of the subject property to determine whether activities or businesses could have affected soil or groundwater quality. Specifically, aerial photographs were reviewed to determine the existence of potential sources or features indicative of contamination. A summary of the aerial photographs is provided in **Table 5.1** below.

Table 5.1 – Review of Aerial Photographs

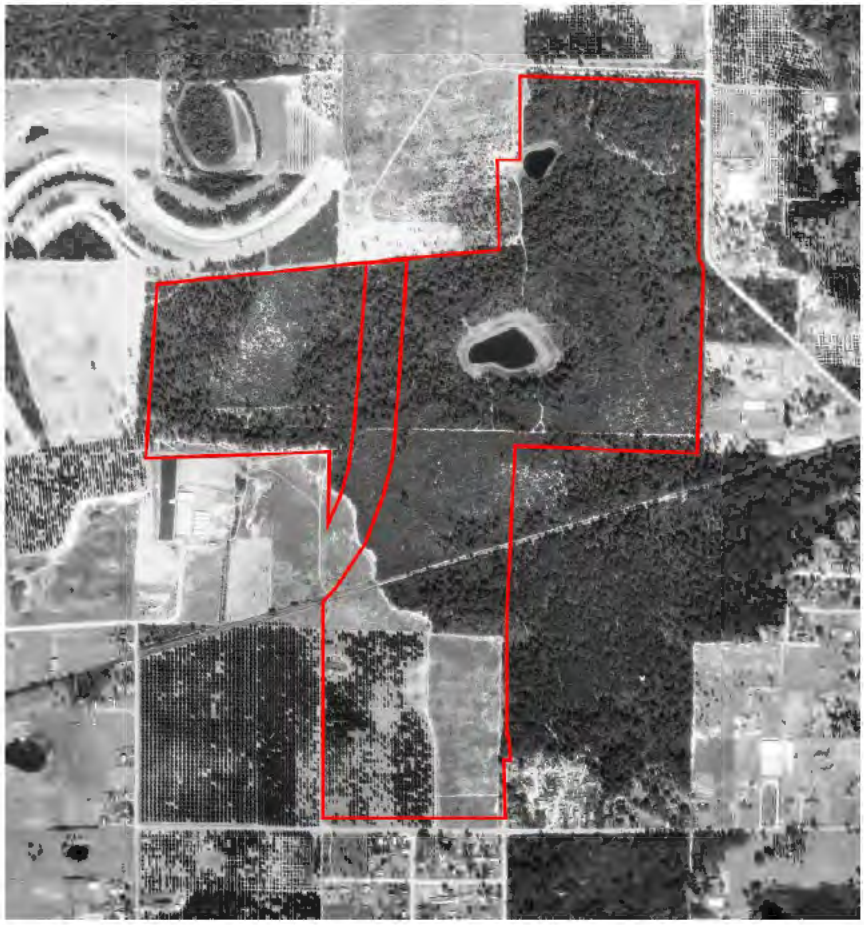
Aerial Date	Aerial	Description
1947		In the earliest available 1947 aerial photograph, the subject property and adjacent properties appear structurally undeveloped and partially wooded. No evidence of cattle grazing is noted. Citrus groves appear on the southern portion of the subject property and adjacent to the west. No irrigation wells sheds, barns or other structures are noted on or adjacent to the subject property. A railroad, now abandoned, appears to travel east-west through the southern portion of the subject property and an unpaved road appears to travel east-west on the middle of the subject property.

Aerial Date	Aerial	Description
1957		In the 1957 aerial photograph, the subject property appears essentially unchanged from the 1947 aerial photograph other than a small man-made pond in the northern portion of the groves along the west property line. Citrus groves appear developed on the eastern portion of the adjacent north properties, additional residences appear on the adjacent south properties and the portion of the adjacent west property north of the railroad appears developed with citrus groves. A farm appears on the adjacent east property currently developed with a residential subdivision.

Aerial Date	Aerial	Description
1963		In the 1963 aerial photograph, the western portion of the property is not shown. The visible portions of the subject property and the adjacent properties appear essentially unchanged from the 1957 aerial photograph

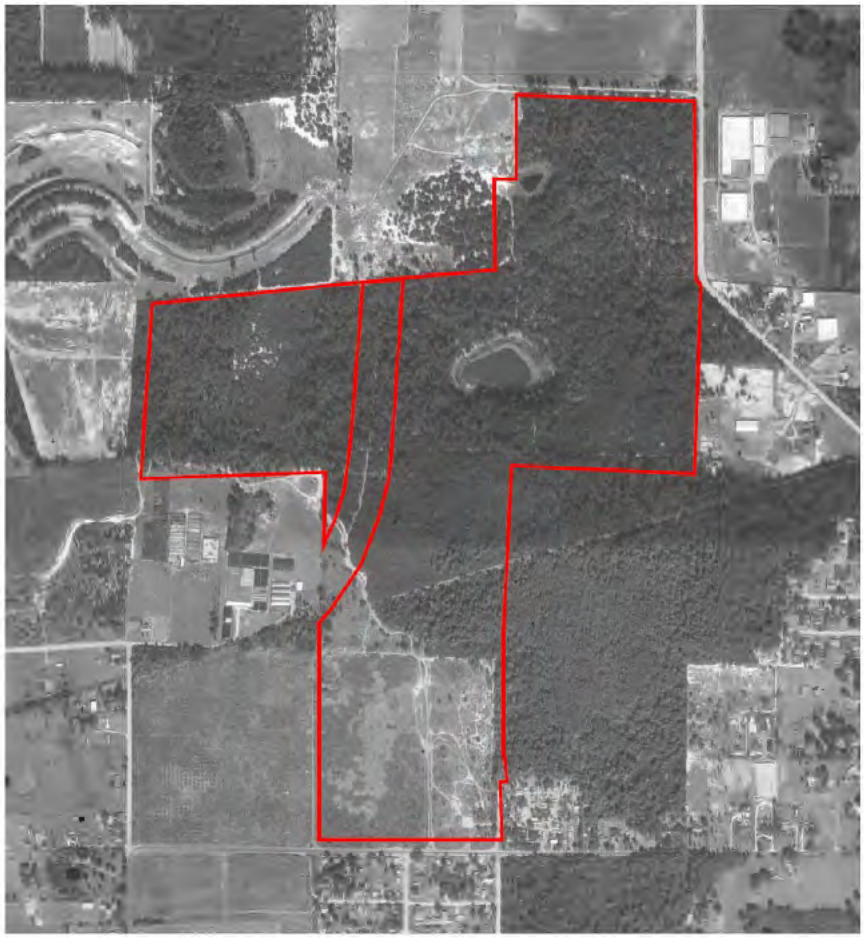
Aerial Date	Aerial	Description
1969		In the 1969 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1963 aerial photograph other than the mobile home park on the adjacent east property along Clarcona Ocoee Road appears developed.

Aerial Date	Aerial	Description
1974		In the 1974 aerial photograph, the subject properties and adjacent properties appear essentially unchanged from the 1969 aerial photograph.

Aerial Date	Aerial	Description
1978		In the 1978 aerial photograph, the subject property and adjacent east and south properties appear essentially unchanged from the 1974 aerial photograph. The existing Winter Garden wastewater facility appears developed to the adjacent north and west of the portion of the subject property located west of S.R. 429. The adjacent west property north of the railroad appears to have been developed with some type of farm or plant nursery.

Aerial Date	Aerial	Description
1984		In the 1984 aerial photograph, the subject property and adjacent north and south properties appear essentially unchanged from the 1978 aerial photograph. The farm or nursery on the adjacent west property north of the railroad appears to have expanded. The railroad now appears abandoned. A large nursery or warehouse facility appears developed on the northern portion of the adjacent east property.

Aerial Date	Aerial	Description
1989		In the 1989 aerial photograph, the groves on the subject property and adjacent north, south and west are absent or unmaintained. The remainder of the subject property and adjacent properties appear essentially unchanged from the 1984 aerial photograph.

Aerial Date	Aerial	Description
1990		In the 1990 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1989 aerial photograph.

Aerial Date	Aerial	Description
1995		In the 1995 aerial photograph, the subject property appears developed with the existing golf course. The adjacent properties appear essentially unchanged from the 1990 aerial photograph.

Aerial Date	Aerial	Description
1997		In the 1997 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1995 aerial photograph.

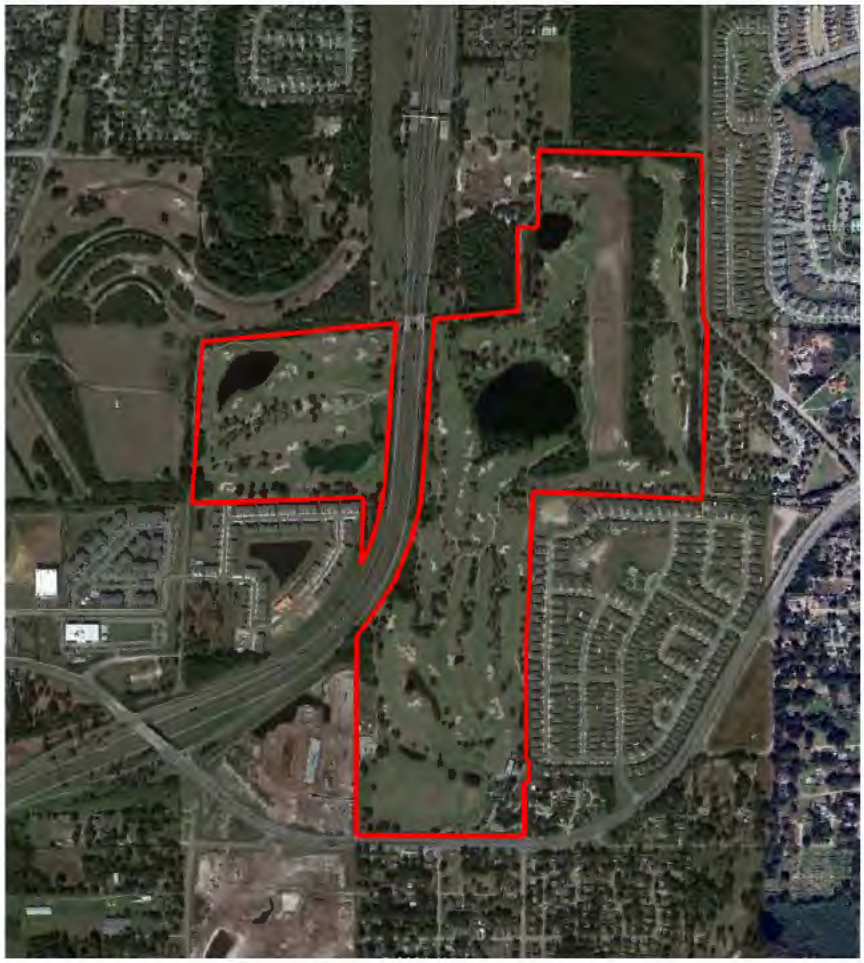
Aerial Date	Aerial	Description
1999		In the 1999 aerial photograph, the subject property and adjacent east and south properties appear essentially unchanged from the 1997 aerial photograph. The future S.R. 429 has been cleared and the Memorial Gardens appears developed to the adjacent north. The portion of the farm on the adjacent west property north of the former railroad appears to have been turned into a construction office for S.R. 429.

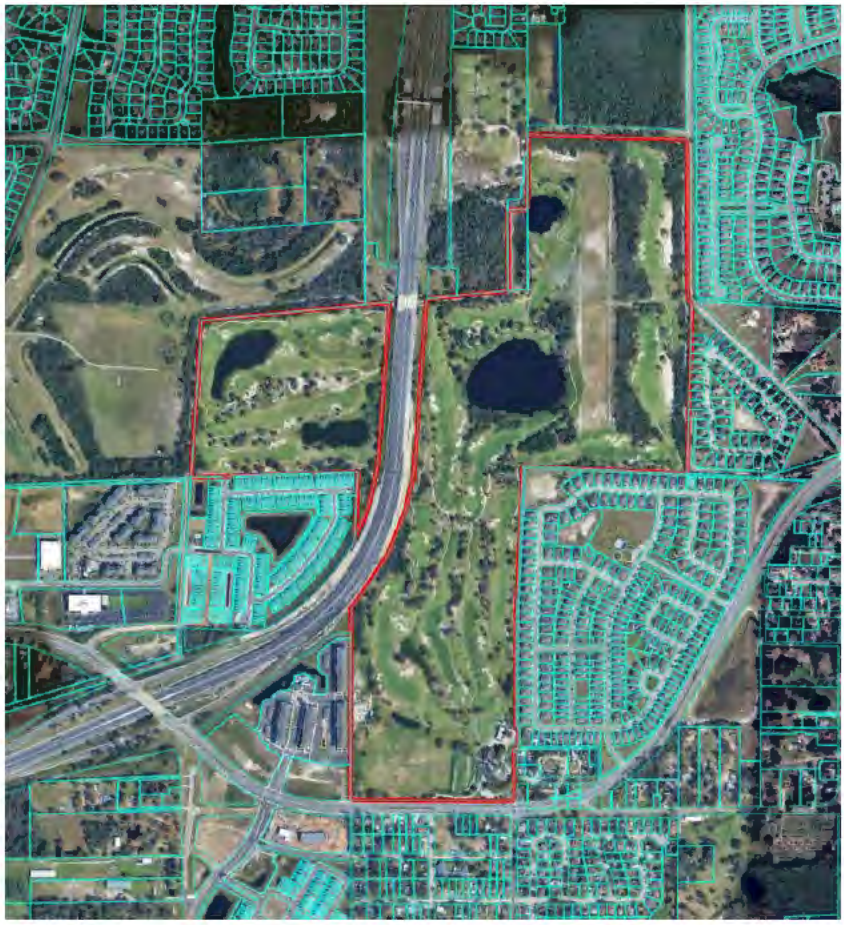
Aerial Date	Aerial	Description
2007		In the 2007 aerial photograph, the subject property and adjacent north, south and west properties appear essentially unchanged from the 1999 aerial photograph although the remainder of the farm and construction office on the adjacent west property north of the former railroad is no longer visible as S.R. 429 is complete. The nursery and/or warehouse facilities on the northern portion of the adjacent east properties are longer present and a subdivision appears under construction.

Aerial Date	Aerial	Description
2010		In the 2010 aerial photograph, the subject property and adjacent north, south and west properties appear essentially unchanged from the 2007 aerial photograph. One of the existing subdivisions to the adjacent east appears developed while the southern portion of the adjacent east property appears to have been cleared.

Aerial Date	Aerial	Description
2015		In the 2015 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 2010 aerial photograph.

Aerial Date	Aerial	Description
2019		In the 2019 aerial photograph, the subject property and adjacent north and south properties appear essentially unchanged from the 2015 aerial photograph. Two additional subdivisions appear developed to the adjacent east and an area south of the portion of the subject property on the west side of SR 429 appears to have been cleared.

Aerial Date	Aerial	Description
2021		In the 2021 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 2019 aerial photograph although the apartments to the adjacent west on the north side of SR 429 appear complete.

Aerial Date	Aerial	Description
2023		In the 2023 aerial photograph, the subject property and adjacent properties appear essentially as they did during our site visit although the apartments to the adjacent west on the south side of SR 429 appear complete.

The review of the aerial photographs did not reveal obvious toxic or hazardous contamination or potential sources of contamination that were not previously addressed.

5.2.2 Fire Insurance Map Report

Fire Insurance maps of the Subject Property were ordered EDR; however, no maps were available for the Subject Property and vicinity. A summary of the fire insurance map report is included in **Appendix F**.

5.2.3 City Directories

A City Directory Image Report was provided by EDR and was reviewed for information regarding the past uses of the Subject Property and surrounding area. The Subject Property and facilities that are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Subject Property are summarized in **Table** 5.2. The city directory report is included in **Appendix F** and various years between 1969 and 2020 were reviewed.

The subject property golf course was listed in the 2017 and 2020 directories. The subject property address was not listed in any other directories between 1992 and 2014. The adjacent south

former gasoline station was listed as Becky's Country Store in 1992, La Chiquitas Market in 2010 and Mai Food Mart in 2017 and 2020.

5.2.4 Historical Topographic Maps

Historic topographic maps of the Subject Property were provided by EDR and were reviewed for information regarding the past uses of the Subject Property and surrounding area. A summary of topographic maps reviewed is provided in **Table 5.2** and the topographic maps are included in **Appendix F.**

Table 5.2 - Review of Topographic Maps

Years	Description
1956/60	The map depicts citrus groves on the southern half of the subject property south of the railroad and to the adjacent west and north. Residences appear developed to the adjacent south and near the southeast corner of the subject property. The remainder of the subject property and adjacent properties appear undeveloped.
1970	The former farm to the adjacent east on the north side of the former railroad appears developed. Additional groves are present on the portion of the subject property south of the former railroad.
1980	The former farm/nursery to the adjacent west on the west side of SR 429 appears developed. The railroad is labeled as abandoned. No other significant changes were observed.
1984	No significant changes to the Subject Property or surrounding area were observed.
2012	No structures are shown on the map. The subject property appears developed with the existing golf course, the existing memorial gardens appear developed to the adjacent north and the existing wastewater facility appears developed to the adjacent west.
2015	The former farm to the adjacent east and north of the former railroad has been developed into the existing residential subdivision.
2018	No significant changes to the Subject Property or surrounding area were observed.
2021	The existing residential subdivision to the adjacent east on the north side of Clarcona Ocoee Road appears developed.

5.2.5 Chain-of-Title

Procurement of chain-of-title records were not included in the scope of work for this Phase I ESA.

5.2.6 Previous Environmental Reports

Ardaman conducted a previous Phase I ESA for the golf course in August 2017. The following RECs and *de minimis* conditions were identified:

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond also appears to be used to

wash down equipment and fill sprayer tanks. Water in the pond had a stagnant and milky appearance. Pesticides, herbicides, metals, petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.

- The pad on the north side the maintenance shop has petroleum stains and rust rings from drums and 5 gallon buckets. Petroleum has washed off the pad and impacted adjacent soils.

Soil and groundwater sampling and testing was recommended relative to these concerns. To Ardaman's knowledge, no Phase II testing was conducted. Also, several *de minimis* conditions were noted. While testing was not recommended relative to the *de minimis* conditions, the oil leaks should be stopped and any impacted soils should be removed.

Ardaman conducted another Phase I ESA for the golf course in July 2024 (Ardaman File No. 24-6620). Our report identified the following on-site Recognized Environmental Conditions (RECs):

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond is also used to wash down equipment and the rinsate sheet flows into the pond. The pond bottom had recently been excavated and soils could not be observed. The water in the pond had a dark green appearance. During the 2017 Phase I ESA site observations, the water in the pond had a milky appearance. Pesticides, herbicides, heavy metals, petroleum and other contaminants may have accumulated in the pond and on the ground at the secondary wash down area.

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater. The pond bottom had recently been excavated and soils could not be observed.

Soil and groundwater testing and sampling was recommended relative to the above RECs. Soil and groundwater testing was conducted in September and October 2024 (Ardaman File No. 24-6631). Six borings, CB-1 through CB-6, were conducted relative to the cart barn wash down area in unpaved areas where the wash water would primarily travel and collect. Seven borings, MA-1 through MA-7, were conducted relative to the maintenance area pond and secondary wash pad location. The borings were conducted to a depth of one foot below land surface (bls), the depth at which native soils were encountered and sampled for laboratory analysis. No odors or soil staining were noted in the soil samples from any of the borings.

Soil samples from the cart barn wash down area, identified as CB-1-1 through CB-6-1, were obtained for laboratory analysis of lead by Method 6020. In addition, CB-1-1, CB-3-1 and CB-5-1 were also analyzed for TRPH by the FL-PRO Method.

Soil samples from the maintenance pond and secondary wash pad area, identified as MA-1-1 through MA-7-1, were obtained for laboratory analysis of chlorinated pesticides by EPA Method 8081, chlorinated herbicides by EPA Method 8151, organophosphorus pesticides by EPA Method 8270, for analysis of RCRA 4 Metals by EPA Method 6020 and TPRH by the FL-PRO Method.

No contaminants were detected above soil cleanup target levels (SCTLs) in any of the soil samples other than at MA-7-1 where arsenic was detected at 2.7 mg/Kg, slightly above the residential direct exposure-based soil cleanup target level (RSCTL) of 2.1 mg/Kg. However, the

arsenic concentration in sample MA-7-1 is below the commercial/industrial-based soil cleanup target level (ISCTL) of 12 mg/Kg, which is applicable for current site usage. This property is not currently in use for residential purposes. We note that low levels of arsenic, over the residential standard, are not uncommon in Florida soils and can be naturally-occurring. It was Ardaman's opinion that the slightly impacted soil at sampling location MA-7 could remain so long as site usage does not change to residential use or something "sensitive", such as a day care.

Temporary monitoring well TMW-1 was installed in the borehole of boring MA-7. Groundwater samples were obtained from TMW-1 on September 17, 2024. The groundwater samples from well TMW-1 were submitted for analysis of chlorinated pesticides by EPA Method 8081, chlorinated herbicides by EPA Method 8151, organophosphorus pesticides by EPA Method 8270, for analysis of RCRA 4 Metals by EPA Method 6020 and TPRH by the FL-PRO Method.

Arsenic was reported at 31 µg/L in the sample from well TMW-1, which exceeds the GCTL of 10 µg/L. Based on the arsenic detected above its Groundwater Cleanup Target Level (GCTL) in the temporary monitoring well, Ardaman installed a filtered packed monitoring well adjacent to the temporary well location to obtain a second sample. Temporary well TMW-1 was installed with a hand auger and subsequently was only screened in in the upper two feet of the water column. The filter packed well, MW-1, was installed with a drill rig which allowed the screen to be installed deeper and cover a larger portion of the shallow aquifer. Filter packed wells typically produce less turbid, better-quality samples, which are more reproducible and are more representative of shallow groundwater. The Florida Department of Environmental Protection generally requires "permanent" filter-packed wells installed with 10-foot screen intervals and sand-packed filters for assessment of contamination.

Shallow well MW-1 was installed on October 4, 2024. Following the installation, well MW-1 was developed by surging and pumping with a peristaltic pump for approximately 30 minutes at 1 gallon per minute to remove the fine particles from the well. On October 8, 2024, Ardaman sampled monitoring well MW-1. Groundwater was encountered in well MW-1 at a depth of approximately 3.9 feet bls. Arsenic was detected at 9 µg/L in the sample from well MW-1, which is below the 10 µg/L GCTL. Since MW-1 is a better constructed well sampling across a longer portion of the water column, it is our opinion that the result from MW-1 is more representative of actual groundwater conditions and the result from TMW-1 should be disregarded.

Based on the results of our soil and groundwater assessment, no soil or groundwater contamination above applicable standards was encountered at the site during the assessment and Ardaman did not recommend any additional assessment. These two former RECs are not currently considered RECs since assessment did not indicate any soil or groundwater contamination above applicable standards was present. Further, these two former RECs are not Historical Recognized Environmental Conditions (HRECs) since no discharge of hazardous substances or petroleum products resulting in contamination above applicable target levels has occurred.

Select portions of these reports are included in **Appendix G**.

5.2.7 Past Uses of Subject Property

Orange County Property Appraiser records and historical aerial photographs from 1947 to the present indicated that the majority of the subject property appeared as undeveloped, wooded land with no apparent uses prior to the construction of the golf course in the mid 1990's. The southern portion of the property was previously developed with citrus groves from as early as 1947 to the

late 1980's or early 1990's, when the groves appeared unmaintained. No structures associated with citrus grove operations were observed on the aerial photographs.

The two large ponds on the northern portion of the property on the east side of S.R. 429 do not appear to be man-made and have been located on the property since at least 1947. No evidence of cattle grazing was observed in the aerial photographs. A railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's.

5.2.8 Past Uses of Adjoining Properties

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, residential subdivisions (Ingram Trails and Forest Lake Estates) and a mobile home park are located on the adjacent east properties, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, two apartment complexes and a City of Winter Garden water facility are located on the adjacent west properties.

Based on review of historical aerial photographs and property appraiser records, S.R. 429 appeared under construction in the late 1990's and appeared complete in the 2007 aerial photograph. Orlando Memorial Gardens appeared to have been developed in the mid 1990's on previously undeveloped, partially wooded land. The City of Winter Garden water facility appears to have been developed in the 1970's on previously undeveloped, partially wooded land.

The Ingram Trails subdivision appears to have been developed in the late 2000's on land previously occupied by a farm from the 1960's until the construction of the subdivision. The Forest Lake Estates subdivision appears to have been recently constructed on previously undeveloped, partially wooded land. The mobile home park appears to have been developed in the 1960's on previously undeveloped, partially wooded land. The undeveloped, wooded land on the northern portion of the adjacent east property was previously developed with a warehouse facility from the early 1980's through the early 2000's.

The single-family residences, church and convenience store to the adjacent south appear to have been developed as early as 1947. Citrus groves also occupied portions of the adjacent south properties from as early as 1947 through the 1990's, when the groves appeared sparse.

Citrus groves occupied the adjacent west property south of the abandoned railroad as early as 1947 through the 1990's, when the groves appeared sparse. The property remained undeveloped until the recent construction of the apartment complex.

Groves also occupied the adjacent west property north of the abandoned railroad from the 1960's through the 1990's, when the groves appeared sparse. A farm or possibly a citrus-packing facility appears to have also occupied this portion of the adjacent west property from the 1970's through the 1990's. In the 1999 aerial photograph, the farm or packing facility appeared to have been demolished and a portion of the property appeared developed with a construction office for the S.R. 429 construction. This office was no longer visible in the 2006 aerial photograph, when S.R. 429 was complete. This area became developed with an apartment complex in the early 2020s.

5.2.9 Past Uses of Surrounding Area

Based on our review of historical use of the surrounding area, previous land uses included wooded land, residential and commercial/light industrial development. Solid waste facilities and

storage tank sites were identified and will be discussed in the regulatory records section, **Section 5.3.**

5.3 Regulatory Records Review

Federal, state, and local records were reviewed to assess whether the Subject Property or facilities within the ASTM E1527-21 approximate minimum search distance have experienced significant unauthorized releases of hazardous substances or other events with potentially adverse environmental effects. Ardaman contracted with EDR to perform a database search of the Subject Property in accordance with ASTM E1527-21. The database report is provided in **Appendix D** and the number of facilities listed are summarized in **Table 5.3**.

Table 5.3 - Databases Searched and Number of Facilities Identified

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
Federal Records from Standard Sources			
NPL	National Priority List	0	NA
Proposed NPL	Proposed National Priority List Sites	0	NA
NPL LIENS	Federal Superfund Liens	0	NA
DELISTED NPL	National Priority List Deletions	0	NA
FEDERAL FACILITY	Federal Facility Site Information	0	NA
SEMS	Superfund Enterprise Management System	0	NA
SEMS-ARCHIVE	Superfund Enterprise Management System Archive	0	NA
SEMS LIENS	Superfund Enterprise Management System Liens	0	NA
CORRACTS	Corrective Action Report	0	NA
RCRA-TSDF	RCRA - Treatment, Storage, and Disposal	0	NA
RCRA-LQG	RCRA - Large Quantity Generators	0	NA
RCRA-SQG	RCRA - Small Quantity Generators	0	NA
RCRA-VSQG	RCRA – Very Small Quantity Generators	0	NA
LUCIS	Land Use Control Information System	0	NA
US ENG CONTROLS	Engineering Controls Sites List	0	NA
US INST CONTROL	Sites with Institutional Controls	0	NA
ERNS	Emergency Response Notification System	0	NA
FED BROWNFIELDS	The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database	0	NA
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
CERCLIS NFRAP	CERCLIS - No Further Remedial Action Planned	0	NA
CERCLIS LIENS	CERCLIS Liens	0	NA
FRP	Facility Response Plan	0	NA
DELISTED FRP	Delisted Facility Response Plans	0	NA
REFN	Petroleum Refineries	0	NA
BULK TERMINAL	Petroleum Product and Crude Oil Rail Terminals	0	NA
State and Tribal Records from Standard Sources			
SHWS	Hazardous Sites Cleanup Act Site List	0	NA
HSCA	Hazardous Sites Cleanup Act - Remedial Sites Listing	0	NA
SWF/LF	**Operating Facilities – Landfills and Waste-to-Energy Facilities**	**1**	**Not REC**
LUST	**Underground Storage Tank Release Sites**	**1**	**Not REC**
LST UNREG	Unregulated Storage Tank Releases	0	NA
LAST	Aboveground Storage Tank Release Sites	0	NA
DELISTED LST	Delisted Leaking Storage Tanks	0	NA
INDIAN LUST	Leaking Underground Storage Tanks on Indian Land	0	NA
UNREG LTANKS	Unregulated Tank Cases	0	NA
FEMA UST	FEMA Underground Storage Tank Listing	0	NA
UST	**Listing of Regulated Underground Storage Tanks**	**1**	**Not REC**
AST	Listing of Regulated Aboveground Storage Tanks	0	NA
TANKS	Storage Tanks	0	NA
DEL TANK	Delisted Tanks	0	NA
INDIAN UST	Underground Storage Tanks on Indian Land	0	NA
ENG CONTROLS	Engineering Controls Site Listing under Act 2 Program	0	NA
INST CONTROLS	Institutional Controls Site Listing under Act 2 Program	0	NA
AUL	Environmental Covenants Listing	0	NA
VCP	Voluntary Cleanup Program Sites	0	NA
INDIAN VCP	Voluntary Cleanup Priority Listing	0	NA
BROWNFIELDS	Department of Community & Economic Development Brownfields	0	NA
BROWNF SUCCESS	Brownfields Success	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
CLEANUP EFACTS	eFACTS Environmental Cleanup & Brownfields	0	NA
DELISTED ECBF	Delisted Environmental Cleanup & Brownfields from eFACTS	0	NA
Additional Environmental Federal, State, Tribal, and Local Records			
FL Sites	FDEP Waste Cleanup Sites	0	NA
HAZ WASTE	County-inspected Sites that may or may not have EPA IDs	0	NA
HIST LF	Historical Landfills	0	NA
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	0	NA
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	0	NA
ODI	Open Dump Inventory	0	NA
IHS OPEN DUMPS	Open Dumps on Indian Land	0	NA
US HIST CDL	National Clandestine Laboratory Register	0	NA
US CDL	Clandestine Drug Labs	0	NA
PFAS	Sites with Known Per- and Poly-Fluoroalkyl Substances ("PFAS") Contamination	0	NA
ARCHIVE UST	Archived Underground Storage Tank Sites	0	NA
ARCHIVE AST	Archived Aboveground Storage Tank Sites	0	NA
LIENS 2	CERCLA Lien Information	0	NA
ACT 2-DEED	Act 2-Deed Acknowledgement Sites	0	NA
HMIRS	Hazardous Materials Information Reporting System	0	NA
SPILLS	State Spills	0	NA
FORMER NIKE	Former Military Nike Missile Sites	0	NA
SMCRA	Surface Mining Control and Reclamation Act Sites	0	NA
Other Ascertainable Records			
RCRA NonGen/NLR	RCRA – Non-Generators	0	NA
EDB	**Potable well testing for EDB**	**1**	**Not REC**
FUDS	Formerly Used Defense Sites	0	NA
DOD	Department of Defense Sites	0	NA
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	0	NA
US FIN ASSUR	Financial Assurance Information	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
EPA WATCH LIST	EPA WATCH LIST	0	NA
2020 COR ACTION	2020 Corrective Action Program List	0	NA
TSCA	Toxic Substance Control Act	0	NA
TRIS	Toxic Chemical Release Inventory System	0	NA
SSTS	Section 7 Tracking Systems	0	NA
ROD	Records of Decision	0	NA
RMP	Risk Management Plans	0	NA
RAATS	RCRA Administrative Action Tracking System	0	NA
PRP	Potentially Responsible Parties	0	NA
ICIS	Integrated Compliance Information System	0	NA
FTTS	FIFRA/ TSCA Tracking System	0	NA
MLTS	Material Licensing Tracking System	0	NA
COAL ASH DOE	Steam-Electric Plant Operation Data	0	NA
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	0	NA
PCB	Polychlorinated Biphenyl (PCB) Notifiers	0	NA
PCBT	PCB Transformer Registration Database	0	NA
RADINFO	Radiation Information Database	0	NA
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	0	NA
DOT OPS	Department of Transportation, Office of Pipeline Safety Incident and Accident data	0	NA
CONSENT	Superfund (CERCLA) Consent Decrees	0	NA
INDIAN RESERV	Indian Reservations	0	NA
FUSRAP	Formerly Utilized Sites Remedial Action Program	0	NA
URANIUM	Uranium Mill Tailings Radiation Control Act Sites	0	NA
LEAD SMELTERS	Lead Smelter Sites	0	NA
US AIRS	Aerometric Information Retrieval System Facility Subsystem	0	NA
US MINES	Mines Master Index File	0	NA
ABANDONED MINES	Abandoned Mine Land Inventory	0	NA
DOCKET HWC	Hazardous Waste Compliance Docket Listing	0	NA
UXO	Unexploded Ordnance Sites	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
FUELS PROGRAM	EPA Fuels Program Registered Listing	0	NA
ALT FUELS	Alternative Fueling Stations:	0	NA
AFS	Air Facility System	0	NA
AIRS	Permit and Emissions Inventory Data	0	NA
ASBESTOS	Asbestos	0	NA
DRYCLEANERS	Listing of drycleaner facility locations	0	NA
DELISTED DRYCLEANERS	Listing of sites removed from the permitted drycleaners database	0	NA
MANIFEST	Hazardous Waste Manifest Information	0	NA
MINES	Mines Department of Environmental Protection	0	NA
NPDES	National Pollutant Discharge Elimination System Permits Listing	0	NA
UIC	Underground Injection Control Wells Listing	0	NA
MRDS	Mineral Resources Data System	0	NA
EDR Databases			
EDR MGP	EDR Proprietary Manufactured Gas Plants	0	NA
EDR Hist Auto	EDR Exclusive Historic Gas Stations	0	NA
EDR Hist Cleaner	EDR Exclusive Historic Dry Cleaners	0	NA
RGA HWS	Recovered Government Archive State Hazardous Waste Facilities List	0	NA
RGA LF	Recovered Government Archive Solid Waste Facilities List	0	NA
RGA LUST	Recovered Government Archive Leaking Underground Storage Tanks	0	NA

The databases searched have been developed and are updated by federal, state, and local agencies. While these databases are reliable and comprehensive, there have been cases where the data presented are out of date and no longer reflective of actual facility conditions. The Government Records Searched/Data Currency Tracking section of the EDR Database Report provided in **Appendix D** identifies when each database was updated.

5.3.1 Subject Property Database Listings

The Subject Property was not identified in any databases listed in the above table.

5.3.2 Adjoining and Relevant Non-Subject Property Database Listings

Adjoining facilities and facilities that are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Subject Property are

discussed below. The remaining facilities were listed on databases that did not show significant unauthorized releases of hazardous substances or other events with potentially adverse environmental effects.

Table 5.4 – Adjoining and Relevant Property Database Listings

Item	Description
Facility Name	Becky's Country Store
Databases	UST, LUST
Address	10600 Clarcona Ocoee Road
Distance (feet)	Adjacent
Direction	South
Elevation	Higher
Summary	Facility ID 9045638. The gasoline station is no longer operating and the storage tanks have been removed. A June 30, 2017 Year 6 Semi Annual Natural Attenuation Monitoring Report indicated a generally southeasterly groundwater flow direction, away from the subject property. This flow direction is consistent with historical data. Benzo compounds, 1-methyl naphthalene and 2-methyl naphthalene are present above GCTLs in samples from wells MW-12i and MW-15i. However, the wells located nearest the subject property and closest to Clarcona Ocoee Road are below GCTLs in the shallow, intermediate and deep zones. A new order has recently been initiated; however, no assessment data is available on OCULUS to date. Based on the most recent groundwater data and flow direction away from the subject property, Becky's Country Store is not expected to have adversely impacted the subject property.
Facility Name	Ocoee Apopka Road Debris Staging Area
Databases	SWF/LF
Address	4225 Ocoee Apopka Road
Distance (feet)	1,600
Direction	West-Northwest
Elevation	Lower
Comments	The facility is pre-authorized as a disaster debris management site, but it currently listed as inactive and is not considered a REC.

5.4 Additional Environmental Record Sources

Ardaman also reviewed the following records:

- Florida Department of Environmental Protection (FDEP) OCULUS website

Environmental records and reports available for the various sites in the area were obtained from this document management website and reviewed.

- FDEP Map Direct website

This GIS website was reviewed to note locations of listed sites with environmental records and reports. In addition, linked reports for the sites were downloaded and reviewed.

EDR's report indicated that an adjacent north property at 5262 Ingram Road has a well that contains ethylene dibromide (EDB) above the drinking water standards.

The use of EDB, a carcinogen, for control of nematodes has resulted in regional impacts to drinking water supplies. FDEP and the Department of Health have delineated EDB impacted areas based on water well samples exceeding drinking standards of 0.02 ppm, and former application areas where unassessed contamination could potentially exist. Groundwater withdrawal well construction and use in these delineated areas have restrictions or may be prohibited.

Based on review of the FDEP's web-based Map Direct tool, the northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within a delineation area. Since EDB has been detected in a nearby well and a portion of the property is located within a delineation area, if future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended.

6.0 INTERVIEWS

The objective of the interviews is to obtain information concerning RECs in connection with the Subject Property. This information was obtained verbally and in writing, as indicated below.

6.1 Interview With Key Site Manager

Mr. George Clifton accompanied Ardaman during the October 18, 2024 site walkover and provided information used throughout the report. In addition, Ardaman provided an environmental Owner Questionnaire to Mr. Ezell. The completed questionnaire is provided in **Appendix C**.

6.2 Interviews With Occupants

Mr. Ezell and Mr. Clifton were interviewed.

6.3 Interviews With Past Owners, Operators, And Occupants

Previous property owner's names and contact information were not provided nor were they readily available. Considering the abundance of information from other sources about the historical uses of the subject property, it is our opinion that a low probability exists that interviews with previous owners of the subject property would have revealed information that would alter our opinion regarding the environmental conditions at the subject property.

6.4 Interviews With State and Local Government Officials

No state or local government officials were interviewed during this ESA. Considering the abundance of information from other sources about Subject Property and vicinity, it is our opinion that a low probability exists that interviews with state and local government officials would have revealed information that would alter our opinion regarding the environmental conditions at the Subject Property.

7.0 FINDINGS AND OPINIONS

The Subject Property is approximately 231.8 acres and is located at 10521 Clarcona Ocoee Road in Orange County, Florida. The Subject Property is improved with an eighteen-hole golf course and a club house and driving range located on the southern portion. The course is accessed from Clarcona Ocoee Road. Holes 3 through 7 are located on the portion of the course located west of SR 429. Structures on the property include a clubhouse and cart barn near the southeast corner of the property and a maintenance warehouse and storage shed near the southeast corner of the site. The property is irrigated with reclaimed wastewater produced by the City of Ocoee. A holding pond and pump station are located west of SR-429

Orange County Property Appraiser records and historical aerial photographs from 1947 to the present indicated that the majority of the subject property appeared as undeveloped, wooded land with no apparent uses prior to the construction of the golf course in the mid 1990's. The southern portion of the property was previously developed with citrus groves from as early as 1947 to the late 1980's or early 1990's, when the groves appeared unmaintained. No structures associated with citrus grove operations were observed on the aerial photographs.

The following summarizes the presence or likely presence of hazardous substance or petroleum products in connection with the Subject Property based on information collected during the ESA. For the items listed, Ardaman provides an opinion of the impact on the Subject Property based on an evaluation of the results of record reviews, interviews, and site reconnaissance. Ardaman also provides rationale regarding whether an environmental condition is a REC, CREC, HREC, or *de minimis* condition.

No RECs were identified. Soil and groundwater assessment was conducted in September and October 2024 relative to the RECs identified in the July 2024 Phase I ESA. As discussed above in Section 5.2.6, based on the results of our soil and groundwater assessment, no soil or groundwater contamination above applicable standards was encountered at the site during the assessment. Based on the testing results, these former RECs are not currently RECs by definition.

No CRECs were identified.

No HRECs were identified. We note that since a discharge of hazardous substances or petroleum products resulting in contamination above applicable target levels did not occur, the former RECs are, by definition, not HRECs.

The following *de minimis* conditions were identified:

- Mowers, tractors and other maintenance vehicles were observed north of the maintenance shop. We noted small motor and hydraulic oil spills under some of the vehicles, but the small spills are considered a de minimis condition. Regardless, the leaks to bare soil should be stopped and the impacted soils should be removed.

While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

No significant data gaps were identified.

8.0 CONCLUSIONS

Ardaman has performed a Phase I Environmental Site Assessment Update in conformance with the scope and limitations of ASTM E1527-21 of the golf course property at 10521 Clarcona Ocoee Road in Orange County, Florida, the "Subject Property". Any exceptions to, or deviations from, this practice are described in **Section 2.5** and **Section 2.6** of this report. This assessment has revealed no recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions and/or significant data gaps in connection with the Subject Property.

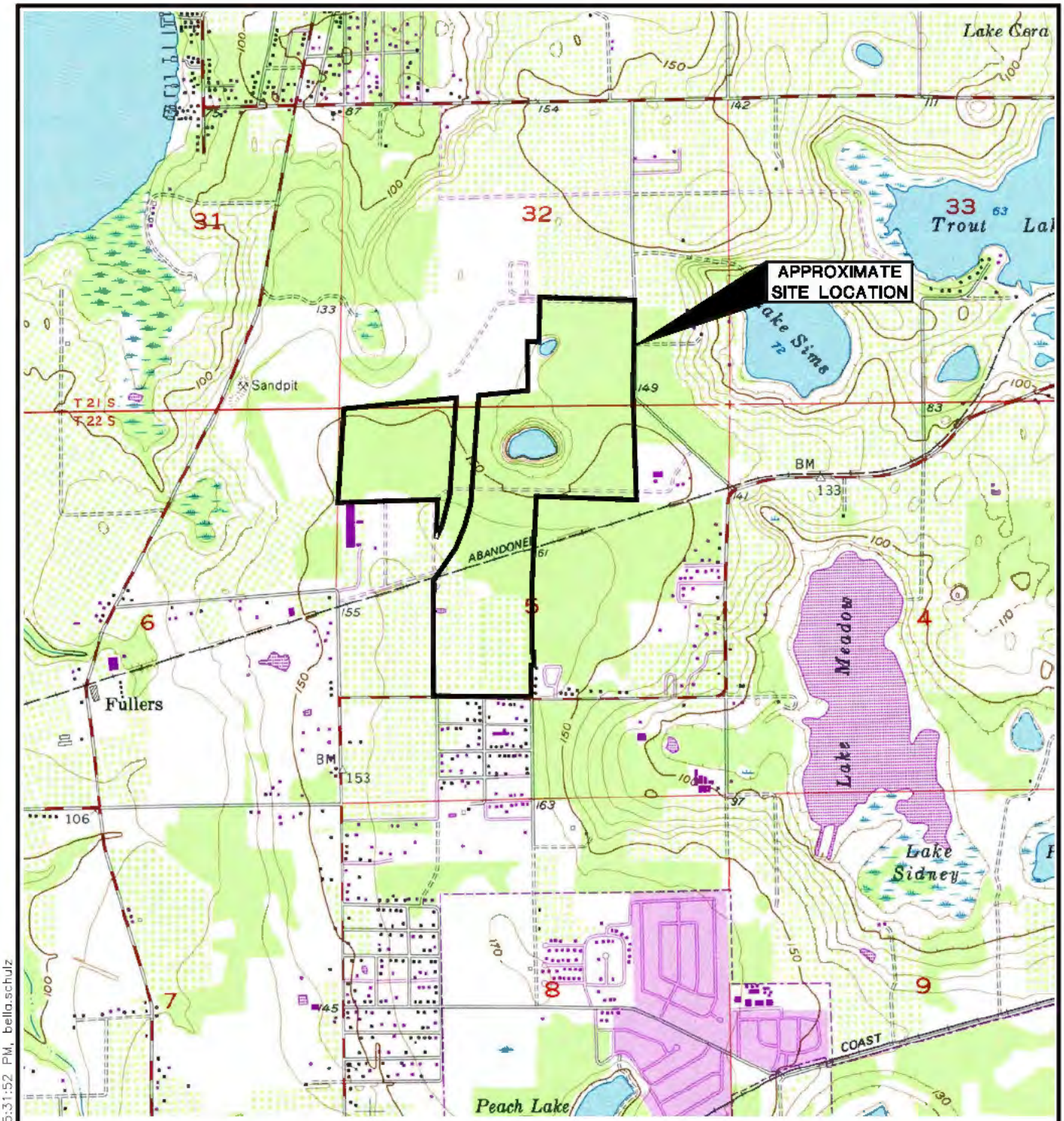
Several *de minimis* conditions were identified and while no testing is recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

9.0 REFERENCES

The following documents, maps, web sites or other publications may have been used in the preparation of this report.

- American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21).
- 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI).
- Google Earth Pro Historical Aerial Photographs. 2021.
- Florida Department of Environmental Protection's OCULUS web site. October 2024. < http://dwmedms.dep.state.fl.us/Oculus/ >
- Orange County Property Appraiser Online. October 2024. < http://www.ocpafl.org >
- USGS 7.5 Minute Quadrangle Series Topographic Map of Winter Garden, published by the USGS.

FIGURES



SECTIONS 5 & 32
TOWNSHIPS 22 & 21 SOUTH
RANGE 28 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: WINTER GARDEN, FLORIDA 1956
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1984)

N

0 1000 2000
SCALE: (FEET)

QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 1

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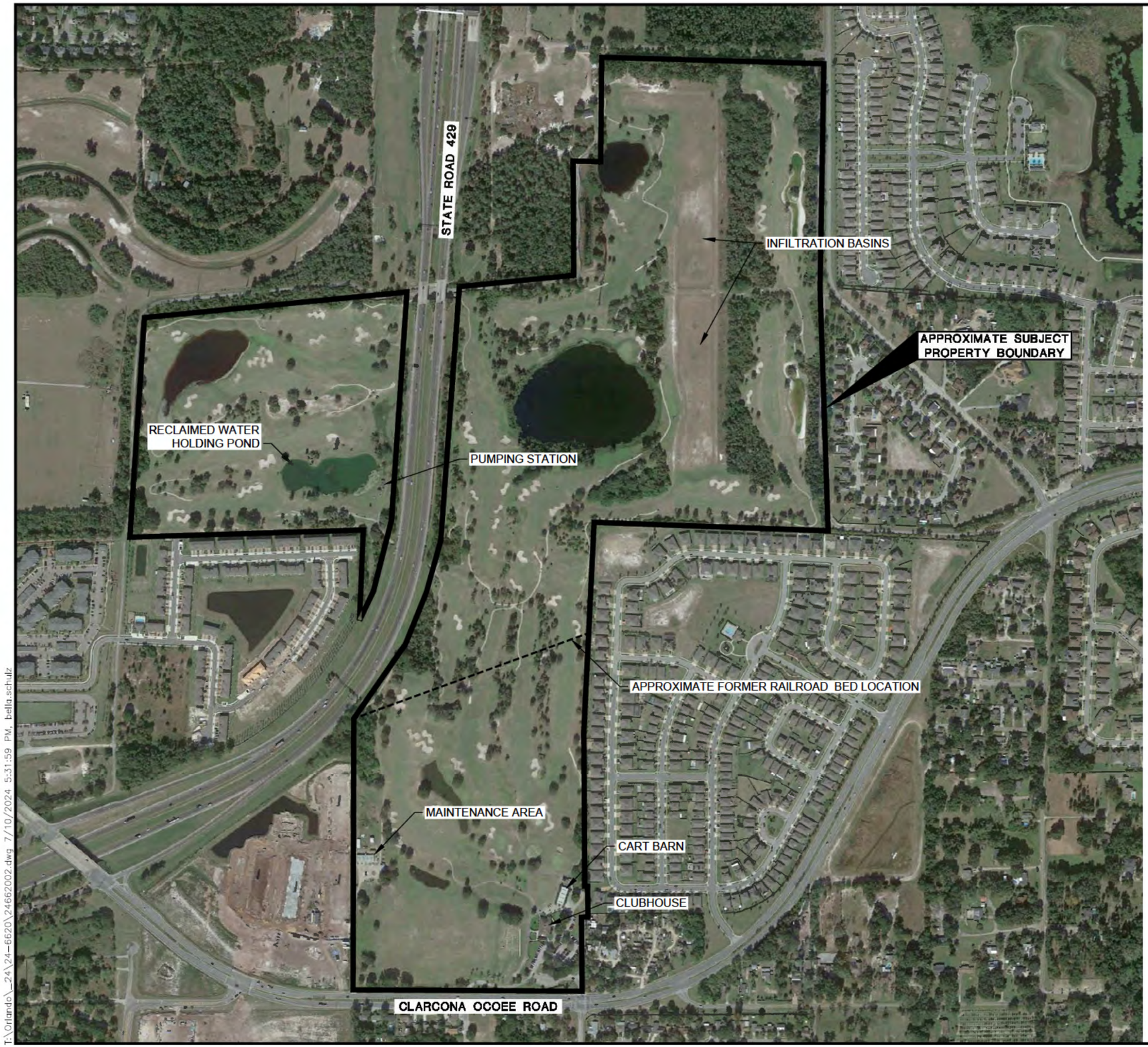

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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SCALE: (FEET)

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AERIAL PHOTOGRAPH OF SUBJECT SITE

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 2

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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SCALE: (FEET)

CLUBHOUSE AND CART BARN AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 3

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NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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SCALE: (FEET)

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MAINTENANCE AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 4

APPENDIX A

Qualifications of Environmental Professionals

EDUCATION

B.S. Limnology, University of Central Florida, 1988
M.S. Environmental Engineering, University of Central Florida, 1995

REGISTRATION

Professional Engineer, Florida, 1997, No. 53221

EXPERIENCE

Mr. Stephens is responsible for preparing proposals, planning projects, coordinating field sampling and analytical testing programs, reducing and evaluating data, preparing technical reports for environmental projects and reviewing technical reports prepared by the environmental professionals. Mr. Stephens is also responsible for training and instructing engineers and field technicians on sampling techniques and environmental studies. In addition he manages the Orlando Office Drilling Department. Mr. Stephens has prepared and/or reviewed over 1,000 Phase I and Phase II Environmental Assessments as well as over 250 Petroleum Storage Tank Closure Reports. Mr. Stephens has served as Project Manager on numerous contamination assessments, remedial action plans and site remediation projects. Mr. Stephens manages Ardaman's FDEP PRP ATC contract for the central region. He is also responsible for establishing environmental policies for Ardaman and often acts as a liaison between Ardaman and the local regulatory agencies. Mr. Stephens has worked on environmental projects at Ardaman for 28 years, which include the following representative projects:

Jimmy Bryan Toyota, Winter Park, Florida
Mr. Stephens served as project manager for assessment and remediation of two former underground tank fields. A soil and groundwater remediation system was designed and installed. The system remediated the site ahead of schedule and the site received an SRCO.

Mathews Associates, Inc., Sanford, Florida
Mr. Stephens served as project manager for this project. Phase I and II ESA's revealed the presence of groundwater contamination caused by improper storage of drums containing waste solvents. Further assessment delineated the extent of impacts in the soil, groundwater and surface water. Mr. Stephens prepared a remedial action plan to abate the contamination using bioremediation. The remedial plan has been implemented and site restoration is complete. The treatment costs were a fraction of conventional treatment costs. A site rehabilitation completion order has been issued.

Montverde Academy, Montverde, Lake County, Florida
Mr. Stephens oversaw removal of two gasoline tanks at this site and assisted in qualifying the site for State Cleanup funds. A large free product and groundwater plume was identified during site assessment. A Remedial Action Plan was prepared which recommended vapor extraction for free product removal/soil remediation and air sparging for groundwater remediation. The RAP was implemented to address the groundwater plume. Due to funding shortfalls and site conditions, the site was given a Conditional Closure, RMO II.

Exxon #5333, Ocala, Florida
Mr. Stephens prepared a Site Assessment for the considerable plume which travels under a major roadway and is in a complex geological framework. Free product was also identified. A Remedial Action Plan was prepared and was approved by FDEP. Source Removal was conducted using Large Diameter Auger (LDA) due to the depth of contamination and the site stratigraphy. A groundwater treatment system was designed, installed and operated which quickly reduced contamination to below detection limits. Assessment and remediation at this site was funded by FDEP since Ardaman has a contract with FDEP.

Altamonte Springs Gun Range, Altamonte Springs, Florida
Mr. Stephens identified the distribution of lead contamination in the backstop berm at the site. Approximately 1,035 tons of contaminated soils, classifying as hazardous waste, were removed and chemically treated on-site to allow off-site disposal as non-hazardous waste. Bullets were also screened from site soils. The site was given a No Further Action status by FDEP.

City of Orlando, Fleet Maintenance Facility Contamination Assessment
Mr. Stephens served as Project Manager during the preparation of a Site Assessment Report (SAR) which delineated the vertical and horizontal extent of petroleum contamination in soil and groundwater at this city fueling facility. Mr. Stephens prepared plans and specifications to excavate the contaminated soil and treat groundwater as source removal at the client's preference in order to minimize redevelopment delays. Mr. Stephens monitored and directed the contractor on behalf of the City. A total of 11,236 tons of contaminated soil were excavated and 1.75 million gallons were pumped from the excavation, treated and discharged to prevent highly contaminated groundwater and product from re-contaminating clean fill. The excavation was carefully backfilled and compacted since two buildings were slated to be built over the 19,000 square-foot excavation.

City of Orlando, Former Green Parrot Bar Preliminary Contamination Assessment
Mr. Stephens was the Project Manager for this PCA relative to potential off-site sources of contamination for this property which the City intended to purchase. Locations of former service stations, dry cleaners and laundry's were researched as far back as the 1920's. Dry cleaning solvents and petroleum contamination were encountered during Ardaman's groundwater sampling and testing program.

City of Orlando, Dubsdread Golf Course Preliminary Contamination Assessment
Mr. Stephens assessed petroleum contamination at this municipal golf course after Ardaman had discovered the contamination during the closure of an underground petroleum storage tank. Mr. Stephens prepared a Site Assessment Report. Based on Carl's review of the data, the scope of services originally required by regulatory agencies was allowed to be reduced since it was demonstrated that no clean up would be necessary.

City of Orlando, Ben White Raceway Preliminary Contamination Assessment
Mr. Stephens served as Project Manager for this city facility at which contamination was discovered during the closure of an underground petroleum storage tank. Mr. Stephens requested and received a lesser scope of work from the environmental regulatory agency, on behalf of the city. Additionally, Mr. Stephens coordinated the sampling of an additional groundwater monitoring well (at no charge to the city due to budget constraints for this politically sensitive site). Well abandonment costs were anticipated and included within the original proposal to the City, which eliminated the need for requesting additional funds from the City.

Winter Park Police Station, Orange County, Florida
Mr. Stephens is Project Manager for this site, which involved an extensive (approximately 345,000 sq. ft.) petroleum product plume emanating from at least two sources within a four-block area of downtown Winter Park, including the fuel tanks at the police station which Ardaman removed. Hundreds of borings and wells were conducted through the urban area during the assessment. A RAP was presented after completion of well surveying, sampling and pump testing. The remedial design was modified and updated after state funding was again made available for the site. The new, more effective design was approved by FDEP which required installation of piping under a major roadway to effectively treat a source area on a commercial property from City property. The plume was abated from its 2200 foot length to a few hot spots that are being monitored.

Orange Avenue Improvements, Phase I, II & III, Orange County, Florida
Mr. Stephens managed this project in which several potential sources of contamination, which may pose special problems and additional costs for this road widening project were investigated. He also provided recommendations to road construction contractors interested in the widening project.

FDOT District 5, S.R. 19 Preliminary Contamination Assessment
Mr. Stephens was the Project Manager for several Preliminary Contamination Assessments along the S.R. 19 Project Alignment. These included assessment at a former Citrus packing house, at two former service stations and at a heating oil service company.

FDOT District 5, Bunnel Maintenance Facility, Florida
Mr. Stephens was the Project Manager for the contamination assessment of a fuel contamination plume resulting from a leaking underground storage tank system. Additionally, Carl prepared a Remedial Action Plan for the site.

FDOT District 5, Canal Dredging Project, Brevard County, Florida
This project consisted of testing prepared dredge materials for contaminants to obtain dredging permits. Carl managed this project which included devising a sampling method and obtained samples of sediments from proposed dredge materials.

Orange County Highway Construction Department, Orange County, Florida
Mr. Stephens was the Project Manager for this contamination assessment relative to extensive subsurface gasoline contamination resulting from a leaking UST.

Orange County Public Works Department, Orange County, Florida
Mr. Stephens was the Project Manager for this contamination assessment relative to extensive subsurface gasoline contamination resulting from a leaking UST.

Preliminary Contamination Assessment, Northeast Corner of University Boulevard and Dean Road, Orange County, Florida
Mr. Stephens was the Project Manager for this assessment which was conducted to determine if subsurface contamination emanating from a nearby service station would hamper a road widening project. He also provided recommendations to road construction contractors interested in the widening project.

Pierson Elementary School, Volusia County, Florida
Mr. Stephens conducted a contamination assessment of this facility relative to extensive diesel contamination at the bus fueling facility. Methylene chloride was also discovered during the assessment; however a "Monitoring Only" status was obtained.

Daytona Beach International Airport, Daytona Beach, Florida
Mr. Stephens is managing contamination assessment of a former cleaning products company site on the airport property. Contaminants at the site include petroleum constituents and chlorinated solvents in several geologic strata. He developed cost-saving ideas for the Airport regarding treatment and effluent disposal.

ZHA, Inc./Greater Orlando Aviation Authority, Orlando International Airport, Florida
Mr. Stephens performed continuous monitoring of a dewatering system established in an area of OIA which contained widespread petroleum contamination. Carl monitored the installation of an online, portable air stripping system as well as in-the-field gas chromatograph testing of effluent samples, ensuring that the Airports NPDES permit guidelines were being followed.

KATHRYN B. MINTER
GEOLOGIST

ARDAMAN & ASSOCIATES, INC., ORLANDO

EDUCATION:

B.S. Geology, University of Florida, 1998

DUTIES:

Ms. Minter is responsible for managing environmental assessments, preliminary contamination assessments, well installations, tank closures and subsurface soil explorations. She has also conducted water budget analyses using the HELP model.

EXPERIENCE:

Ms. Minter has over fifteen years of experience on various types of environmental and geotechnical projects. She has worked on several field projects for the U.S. Army Corps of Engineers involving logging SPT and rock cores as well as overseeing the installation of monitoring wells and piezometers. Environmental projects include Phase I and Phase II environmental assessments, site assessments for petroleum contaminated and chlorinated solvent contaminated sites and subsurface soil explorations including sinkhole investigations. The following is a list of representative projects:

- **Phase II Environmental Assessment, Site Assessment and Source Removal, Proposed Drugstore Site, Orange County, Florida**
- **Baseline Environmental Study, Proposed Power Plant Site, Polk County, Florida**
- **Sinkhole Investigation, Rapid Infiltration Basin, Orange County, Florida**
- **Site Assessment, National Freight, Orange County, Florida**
- **Site Assessment, ABC Liquors, St. Johns County, Florida**
- **Site Assessment, Lester Coggins Trucking, Lake County, Florida**
- **Preliminary Contamination Assessment, Solvent Extraction Area, Uranium Recovery Plant, CF Plant City Chemical Complex, Hillsborough County, Florida**
- **Site Assessment, Park Manor Waterworks, Orange County, Florida**
- **Site Assessment, Sanlando Utilities-Wekiva Plant, Seminole County, Florida**
- **Site Assessment, Hancock Estates Property, Lake County, Florida**
- **Site Assessment, Fornell Oil Company, Volusia County, Florida**
- **Tank Closure Assessment and Source Removal, Colonial High School, Orange County, Florida**
- **Phase I Environmental Assessment, 1350-acre Property, Orange County, Florida**
- **Phase I and Phase II Environmental Assessments, Various Proposed Drugstore Sites, Orange, Seminole and Lake Counties, Florida**
- **Site Assessment, Former Sunbelt Rentals, Orange County, Florida**
- **Preliminary Contamination Assessment, Former Pesticide Storage Facility, Volusia County, Florida**
- **Phase I Environmental Assessments, Various Proposed Retail Sites, Orange County, Florida**
- **Preliminary Contamination Assessment, Former Green Parrot Lounge, City of Orlando, Orange County, Florida**
- **Phase I Environmental Assessment, Maudlin Trucks, Orange County, Florida**
- **Waste Exploration, Former Good Homes Road Landfill, Orange County, Florida**
- **Phase I Environmental Assessments, Various Proposed Orange County School Sites, Florida**
- **Preliminary Contamination Assessment, Wickham Road, FDOT, Brevard County, Florida**
- **St. Johns County Shore Protection Project, St. Johns County, Florida**
- **Herbert Hoover Dike Piezometers, Palm Beach and Martin Counties, Florida**
- **STA 1 East Dike Alignments, Palm Beach County, Florida**
- **South Pierce Deep Monitor Well Installation, Polk County, Florida**
- **New Wales Microgravity Survey, Polk County, Florida**
- **ONA Mine and Hardee County Mine, Runoff Analyses, Hardee County, Florida**

APPENDIX B

Photographic Documentation

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

View of the wash water pond at maintenance area

View of the secondary wash pad east of pond

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

View of the primary wash down pad at maintenance area and fuel tanks

Fueling pad at the maintenance area

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

De minimis oil discharge at east side of shop

De minimis hydraulic oil spill under the equipment storage canopy

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Pesticide storage room

Typical view inside shop

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Battery acid etching on cart barn floor

Cart wash area, portable gas tank under the tree

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Cart washdown infiltration pond

Typical view of golf course

APPENDIX C

Interview Documentation

Ardaman & Associates, Inc

PHASE I ENVIRONMENTAL SITE ASSESSMENT
ASTM 1527-21 USER QUESTIONNAIRE

Please email completed form to kmiller@ardaman.com Thank You

Subject Property Name: FOREST LAKE GOLF CLUB, LLP
Subject Property Address: 10521 CLARCONA OCOEE ROAD FL 32703

In order to qualify for one of the *Landowner Liability Protections* (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*")**, the *user* must complete the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate inquiries*" is not complete.

(1.) Environmental cleanup liens that are filed or recorded against the *subject property* (40 CFR 312.25).
Did a search of recorded land title records (or judicial records where appropriate)*** identify any environmental liens filed or recorded against the *subject property* under federal, tribal, state or local law?

Yes (No)

If yes, please provide the details: _____

(2.) Activity and land use limitations that are in place on the *subject property* or that have been filed or recorded against the *subject property* (40 CFR 312.26(a)(1)(v) and (vi).
Did a search of recorded land title records (or judicial records where appropriate)*** identify any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the *subject property* and/or have been filed or recorded against the *subject property* under federal, tribal, state or local law?

Yes (No)

If yes, please provide the details: _____

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).
Do you have any specialized knowledge or experience related to the *subject property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *subject property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes (No)

If yes, please provide the details: _____

(4.) Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).
Does the purchase price being paid for this *subject property* reasonably reflect the fair market value of the *subject property*?
✓Yes No
If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *subject property*?
Yes ✓No
If yes, please provide the details: _____

(5.) Commonly known or *reasonably ascertainable* information about the *subject property* (40 CFR 312.30).
Are you aware of commonly known or reasonably ascertainable information about the *subject property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example:

(a) Do you know the past uses of the *subject property*?	✓Yes No
(b) Do you know of specific chemicals that are present or once were present at the *subject property*?	Yes ✓No
(c) Do you know of spills or other chemical releases that have taken place at the *subject property*?	Yes ✓No
(d) Do you know of any environmental cleanups that have taken place at the *subject property*?	✓Yes No

If you have provided the details: The property has been operated as a golf course with grass wash down basins that have been tested for contamination. Property was constructed in 1993.

(6.) The degree of obviousness of the presence or likely presence of contamination at the *subject property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).
Based on your knowledge and experience related to the *subject property*, are there any obvious indicators that point to the presence or likely presence of contamination at the *subject property*?
✓No
other than wash down basins which have been tested and met standards suitable for operation as Commercial golf course.

Ardaman & Associates, Inc.

If yes, please provide the details:

It is a follow up to our 2017 ENVIRONMENTAL I AUDIT

ANTICIPATED SALE OF GROUND LEASE (LONG TERM)

AVAILABLE ON SITE AT OFFICE

City of Ocoee/JA Hospitality

4744

OCOEE CLIFTON (407)948-4744 KENEZELL 407/948-4736

NO

ARDAMAN HAS 2017 E1 and soil testing done 2022 DRIVING RANGE

PERSON COMPLETING QUESTIONNAIRE

Name: KENNETH C. EZELL SR Title: MANAGING MEMBER PARTNER

Company: FOREST LAKE GOLF CLUB LLC Years familiar with subject property: 33.5

Signed: Kenneth C Ezell SR Date: Oct. 15, 2024

APPENDIX D

Regulatory Database Report

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703

Inquiry Number: 7792870.2s
October 15, 2024

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

FORM-LBP-ASH

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Overview Map	2
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Map Findings Summary	4
Map Findings	8
Orphan Summary	17
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

10521 CLARCONA OCOEE ROAD
APOPKA, FL 32703

COORDINATES

Latitude (North):	28.6073570 - 28° 36' 26.48''
Longitude (West):	81.5354260 - 81° 32' 7.53''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	447652.2
UTM Y (Meters):	3164428.2
Elevation:	145 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	20024108 WINTER GARDEN, FL
Version Date:	2021
North Map:	20024086 APOPKA, FL
Version Date:	2021

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20191130
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
10521 CLARCONA OCOEE ROAD
APOPKA, FL 32703

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1		5262 INGRAHM ROAD	DEDB	Higher	86, 0.016, NE
A2	BECKYS COUNTRY STORE	10600 CLARCONA OCOEE	UST FINDER, UST FINDER RELEASE	Higher	109, 0.021, South
A3	BECKYS COUNTRY STORE	10600 CLARCONA OCOEE	LUST, UST, CLEANUP SITES, DWM CONTAM	Higher	109, 0.021, South
4	OCOEE APOPKA ROAD DE	4225 OCOEE APOPKA RD	SWF/LF	Lower	1617, 0.306, WNW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL ---------- National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS ---------- Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-VSQG ---------- RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System

US ENG CONTROLS Engineering Controls Sites List
US INST CONTROLS Institutional Controls Sites List

Federal ERNS list

ERNS Emergency Response Notification System

Lists of state- and tribal hazardous waste facilities

SHWS Florida's State-Funded Action Sites

Lists of state and tribal leaking storage tanks

LAST Leaking Aboveground Storage Tank Listing
INDIAN LUST Leaking Underground Storage Tanks on Indian Land

Lists of state and tribal registered storage tanks

FF TANKS Federal Facilities Listing
FEMA UST Underground Storage Tank Listing
AST Storage Tank Facility Information
INDIAN UST Underground Storage Tanks on Indian Land
TANKS Storage Tank Facility List

State and tribal institutional control / engineering control registries

ENG CONTROLS Institutional Controls Registry
INST CONTROL Institutional Controls Registry

Lists of state and tribal voluntary cleanup sites

INDIAN VCP Voluntary Cleanup Priority Listing
VCP Voluntary Cleanup Sites

Lists of state and tribal brownfield sites

BROWNFIELDS Brownfields Sites Database

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY Recycling Centers
INDIAN ODI Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9 Torres Martinez Reservation Illegal Dump Site Locations
ODI Open Dump Inventory
IHS OPEN DUMPS Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL Delisted National Clandestine Laboratory Register

PRIORITYCLEANERS Priority Ranking List
Fl Sites Sites List
US CDL National Clandestine Laboratory Register

Local Land Records

LIENS 2 CERCLA Lien Information

Records of Emergency Release Reports

HMIRS Hazardous Materials Information Reporting System
SPILLS Oil and Hazardous Materials Incidents
SPILLS 90 SPILLS 90 data from FirstSearch
SPILLS 80 SPILLS 80 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR RCRA - Non Generators / No Longer Regulated
FUDS Formerly Used Defense Sites
DOD Department of Defense Sites
SCRD DRYCLEANERS State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR Financial Assurance Information
EPA WATCH LIST EPA WATCH LIST
2020 COR ACTION 2020 Corrective Action Program List
TSCA Toxic Substances Control Act
TRIS Toxic Chemical Release Inventory System
SSTS Section 7 Tracking Systems
ROD Records Of Decision
RMP Risk Management Plans
RAATS RCRA Administrative Action Tracking System
PRP Potentially Responsible Parties
PADS PCB Activity Database System
ICIS Integrated Compliance Information System
FTTS FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS Material Licensing Tracking System
COAL ASH DOE Steam-Electric Plant Operation Data
COAL ASH EPA Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER PCB Transformer Registration Database
RADINFO Radiation Information Database
HIST FTTS FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS Incident and Accident Data
CONSENT Superfund (CERCLA) Consent Decrees
INDIAN RESERV Indian Reservations
FUSRAP Formerly Utilized Sites Remedial Action Program
UMTRA Uranium Mill Tailings Sites
LEAD SMELTERS Lead Smelter Sites
US AIRS Aerometric Information Retrieval System Facility Subsystem
US MINES Mines Master Index File
MINES MRDS Mineral Resources Data System
ABANDONED MINES Abandoned Mines
FINDS Facility Index System/Facility Registry System
UXO Unexploded Ordnance Sites
ECHO Enforcement & Compliance History Information
DOCKET HWC Hazardous Waste Compliance Docket Listing

FUELS PROGRAM EPA Fuels Program Registered Listing
PFAS NPL Superfund Sites with PFAS Detections Information
PFAS FEDERAL SITES Federal Sites PFAS Information
PFAS TSCA PFAS Manufacture and Imports Information
PFAS TRIS List of PFAS Added to the TRI
PFAS RCRA MANIFEST PFAS Transfers Identified In the RCRA Database Listing
PFAS ATSDR PFAS Contamination Site Location Listing
PFAS WQP Ambient Environmental Sampling for PFAS
PFAS PROJECT NORTHEASTERN UNIVERSITY PFAS PROJECT
PFAS NPDES Clean Water Act Discharge Monitoring Information
PFAS ECHO Facilities in Industries that May Be Handling PFAS Listing
PFAS ECHO FIRE TRAIN Facilities in Industries that May Be Handling PFAS Listing
PFAS PT 139 AIRPORT All Certified Part 139 Airports PFAS Information Listing
AQUEOUS FOAM NRC Aqueous Foam Related Incidents Listing
BIOSOLIDS ICIS-NPDES Biosolids Facility Data
E MANIFEST Hazardous Waste Electronic Manifest System
PFAS PFAS Tracking List
AQUEOUS FOAM Former Fire Training Facility Assessments Listing
AIRS Permitted Facilities Listing
ASBESTOS ASBESTOS
CLEANUP SITES DEP Cleanup Sites - Contamination Locator Map Listing
DRYCLEANERS Drycleaning Facilities
Financial Assurance Financial Assurance Information Listing
FL Cattle Dip. Vats Cattle Dipping Vats
HAZ WASTE Hazardous Waste Information Listing
HW GEN Hazardous Waste Generators
RESP PARTY Responsible Party Sites Listing
SOLCP State-Owned Lands Cleanup Program Listing
SITE INV SITES Site Investigation Section Sites Listing
TIER 2 Tier 2 Facility Listing
UIC Underground Injection Wells Database Listing
NPDES Wastewater Facility Regulation Database
ERIC WASTE CLEANUP Environmental Restoration Integrated Cleanup Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP EDR Proprietary Manufactured Gas Plants
EDR Hist Auto EDR Exclusive Historical Auto Stations
EDR Hist Cleaner EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS Recovered Government Archive State Hazardous Waste Facilities List
RGA LF Recovered Government Archive Solid Waste Facilities List
RGA LUST Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

EXECUTIVE SUMMARY

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the Department of Environmental Protection's Facility Directory (Solid Waste Facilities).

A review of the SWF/LF list, as provided by EDR, has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
OCOEE APOPKA ROAD DE	4225 OCOEE APOPKA RD	WNW 1/4 - 1/2 (0.306 mi.)	4	16
Database: SWF/LF, Date of Government Version: 07/09/2024				
Class Status: PRE-AUTHORIZED (B)				
Facility-Site Id: 100089				

Lists of state and tribal leaking storage tanks

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Environmental Protection's PCTO1--Petroleum Contamination Detail Report.

A review of the LUST list, as provided by EDR, and dated 04/22/2024 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BECKYS COUNTRY STORE	***10600 CLARCONA OCOEE***	***S 0 - 1/8 (0.021 mi.)***	***A3***	***10***
Discharge Cleanup Status: RA - RA ONGOING				
Facility-Site Id: 9045638				
Facility Status: CLOSED				

Lists of state and tribal registered storage tanks

UST: The Underground Storage Tank database contains registered USTs. Shortly after the September 11 event, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned facilities and bulk storage facilities are included in that set.

A review of the UST list, as provided by EDR, has revealed that there is 1 UST site within

approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BECKYS COUNTRY STORE	***10600 CLARCONA OCOEE***	***S 0 - 1/8 (0.021 mi.)***	***A3***	***10***
Database: UST, Date of Government Version: 05/13/2024 Tank Status: B-Removed from Site Facility-Site Id: 9045638 Facility Status: CLOSED				

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

UST FINDER: EPA developed UST Finder, a web map application containing a comprehensive, state-sourced national map of underground storage tank (UST) and leaking UST (LUST) data. It provides the attributes and locations of active and closed USTs, UST facilities, and LUST sites from states and from Tribal lands and US territories . UST Finder contains information about proximity of UST facilities and LUST sites to: surface and groundwater public drinking water protection areas; estimated number of private domestic wells and number of people living nearby; and flooding and wildfires.

A review of the UST FINDER list, as provided by EDR, and dated 06/08/2023 has revealed that there is 1 UST FINDER site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BECKYS COUNTRY STORE	***10600 CLARCONA OCOEE***	***S 0 - 1/8 (0.021 mi.)***	***A2***	***9***

UST FINDER RELEASE: US EPA's UST Finder data is a national composite of leaking underground storage tanks. This data contains information about, and locations of, leaking underground storage tanks. Data was collected from state sources and standardized into a national profile by EPA's Office of Underground Storage Tanks, Office of Research and Development, and the Association of State and Territorial Solid Waste Management Officials.

A review of the UST FINDER RELEASE list, as provided by EDR, and dated 06/08/2023 has revealed that there is 1 UST FINDER RELEASE site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BECKYS COUNTRY STORE	***10600 CLARCONA OCOEE***	***S 0 - 1/8 (0.021 mi.)***	***A2***	***9***

DEDB: Ethylene dibromide (EDB), a soil fumigant, that has been detected in drinking water wells. The amount found exceeds the maximum contaminant level as stated in Chapter 62-550 or 520. It is a potential threat to public health when present in drinking water.

A review of the DEDB list, as provided by EDR, and dated 06/10/2024 has revealed that there is 1 DEDB site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
Not reported Well Id: 480039701	5262 INGRAHM ROAD	NE 0 - 1/8 (0.016 mi.)	1	8

EXECUTIVE SUMMARY

DWM CONTAM: A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

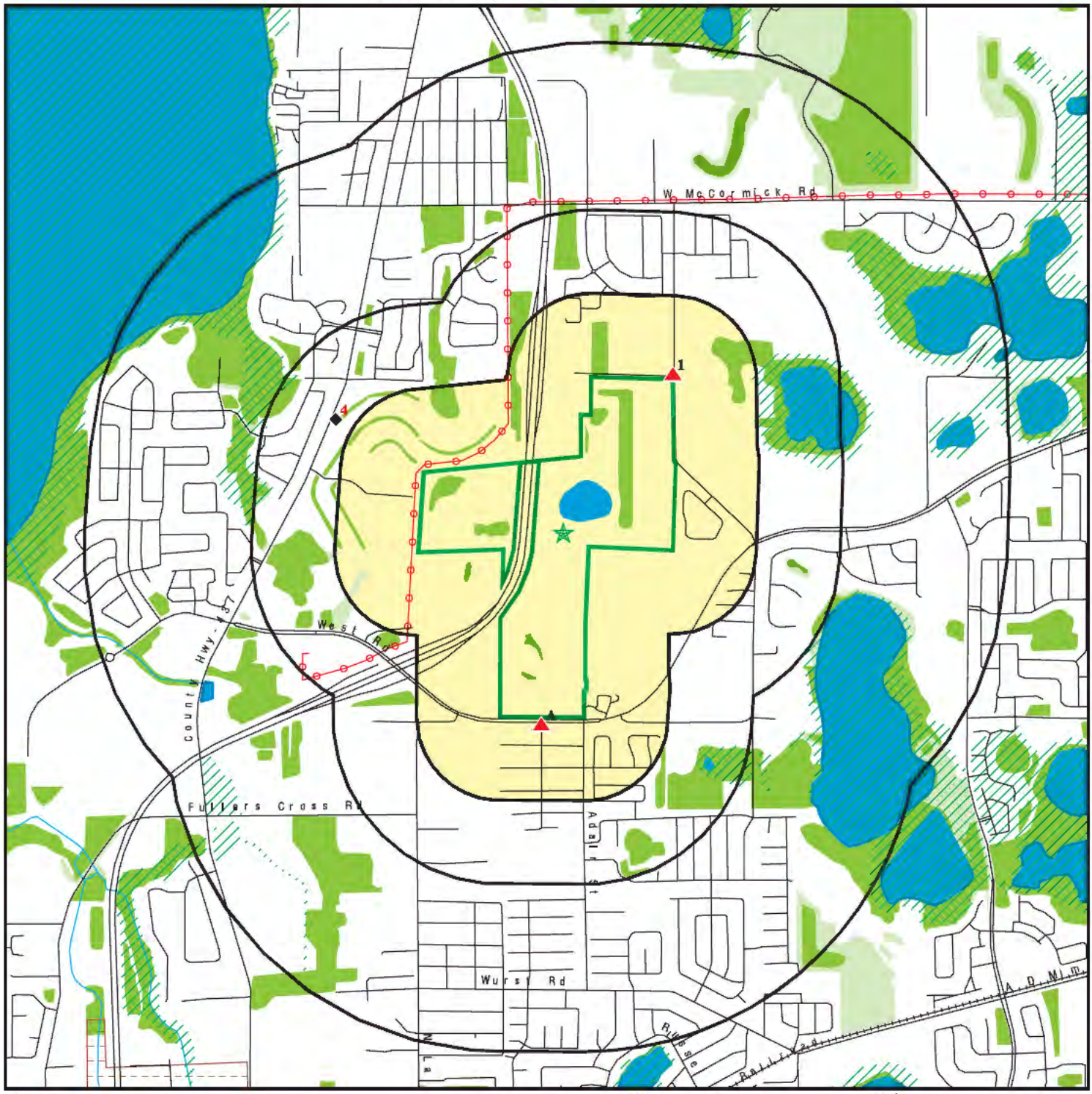
A review of the DWM CONTAM list, as provided by EDR, and dated 07/14/2023 has revealed that there is 1 DWM CONTAM site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BECKYS COUNTRY STORE Program Site Id: 9045638	***10600 CLARCONA OCOEE***	***S 0 - 1/8 (0.021 mi.)***	***A3***	***10***

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 7792870.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

FL Brownfield

N

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Forest Lake Golf Club	CLIENT: Ardaman & Associates, Inc.
ADDRESS: 10521 Clarcona Ocoee Road Apopka FL 32703	CONTACT: Katie Minter
LAT/LONG: 28.607357 / 81.535426	INQUIRY #: 7792870.2s DATE: October 15, 2024 2:00 pm

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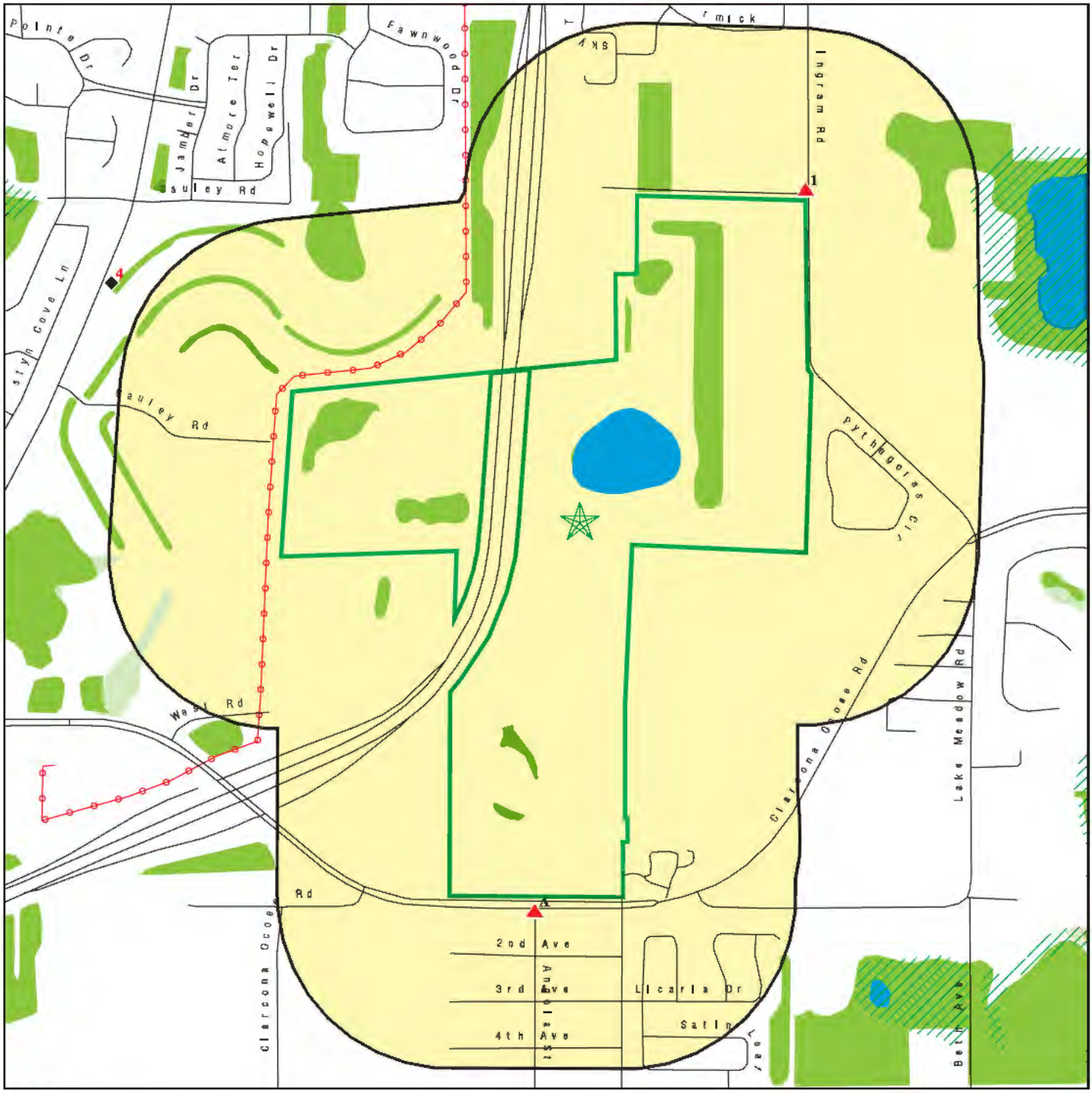
DETAIL MAP - 7792870.2S



0 1/8 1/4 1/2 Miles

- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands
- FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

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LAT/LONG: 28.607357 / 81.535426	INQUIRY #: 7792870.2s DATE: October 15, 2024 2:00 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
SHWS	1.000		0	0	0	0	NR	0
Lists of state and tribal landfills and solid waste disposal facilities								
SWF/LF	0.500		0	0	1	NR	NR	1
Lists of state and tribal leaking storage tanks								
LAST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST	0.500		1	0	0	NR	NR	1
INDIAN LUST	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FF TANKS	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		1	0	NR	NR	NR	1
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
PRIORITYCLEANERS	0.500		0	0	0	NR	NR	0
Fl Sites	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 80	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS PROJECT	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
PFAS ECHO FIRE TRAIN	0.250		0	0	NR	NR	NR	0
PFAS PT 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
UST FINDER	0.250		1	0	NR	NR	NR	1
UST FINDER RELEASE	0.500		1	0	0	NR	NR	1
E MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
ASBESTOS	TP		NR	NR	NR	NR	NR	0
CLEANUP SITES	TP		NR	NR	NR	NR	NR	0
DEDB	0.250		1	0	NR	NR	NR	1
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
DWM CONTAM	0.500		1	0	0	NR	NR	1
Financial Assurance	TP		NR	NR	NR	NR	NR	0
FL Cattle Dip. Vats	0.250		0	0	NR	NR	NR	0
HAZ WASTE	0.250		0	0	NR	NR	NR	0
HW GEN	0.250		0	0	NR	NR	NR	0
RESP PARTY	0.500		0	0	0	NR	NR	0
SOLCP	TP		NR	NR	NR	NR	NR	0
SITE INV SITES	0.500		0	0	0	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
ERIC WASTE CLEANUP	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	6	0	1	0	0	7

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

1
NE
< 1/8
0.016 mi.
86 ft.

5262 INGRAHM ROAD
APOPKA, FL

DEDB **S108816433**
N/A

Relative:
Higher

Actual:
146 ft.

DEDB:

Name:	Not reported
Address:	5262 INGRAHM ROAD
City,State,Zip:	APOPKA, FL
Well Id:	480039701
Location Method:	MMAP
Florida Id:	Not reported
Latitude:	28.614251
Longitude:	-81.5316
Well Depth:	0
Case depth:	0
Diameter:	0
Well Type:	Private well
Long DD:	81
Long MM:	31
Long SS:	54.11
Lat DD:	28
Lat MM:	36
Lat SS:	51.304
Permit No:	Not reported
Directions:	Not reported
Comments:	Not reported
Status:	Not reported
Recheck:	Not reported
Reimbursement:	Not reported
Tagged:	Not reported
Exchange:	Not reported
Alb X:	640889.5
Alb Y:	514423.09
Username:	Not reported
Time Stamp:	Not reported
Datum:	Not reported
Scale:	0
Accuracy:	0
QA Method:	NOT REVIEWED
Created:	Not reported
Filter status:	Not reported
Resample:	Not reported
Oculus:	Not reported
Sample ID:	89101689
Sample Date:	10/25/1989
Analysis:	EDB
Discharge:	0
Chemical:	ETHYLENE DIBROMIDE (EDB)
Value:	0
Res Qual:	O
Units:	ug/L
CAS Number:	106-93-4
Facility Zip Ext:	Not reported
Method:	0
Sample Type:	Not reported
FLUWID:	Not reported
Resident Last Name:	Not reported

(Continued) **S108816433**

Job Name: Not reported
Customer ID: Not reported

A2
South
< 1/8
0.021 mi.
109 ft.

BECKYS COUNTRY STORE
10600 CLARCONA OCOEE RD
APOPKA, FL 32703

Site 1 of 2 in cluster A

UST FINDER **1028244208**
UST FINDER RELEASE **N/A**

Relative:
Higher

Actual:
164 ft.

UST FINDER:

Object ID:	65811
Facility ID:	FL9045638
Name:	BECKYS COUNTRY STORE
Address:	10600 CLARCONA OCOEE RD
City,State,Zip:	APOPKA, FL 32703
Address Match Type:	Not reported
Open USTs:	0
Closed USTs:	2
TOS USTs:	0
Population 1500ft:	624
Private Wells 1500ft:	41
Within 100yr Floodplain:	No
Land Use:	Developed, Open Space
Within SPA:	No
SPA PWS Facility ID:	Not reported
SPA Water Type:	Not reported
SPA Facility Type:	Not reported
SPA HUC12:	Not reported
Within WHPA:	Yes
WHPA PWS Facility ID:	FL3480204_64736302
WHPA Water Type:	GW - Ground water
WHPA Facility Type:	WL - Well
WHPA HUC12:	030801020302
Facility Status:	Closed UST(s)
Date of Last Inspection:	Not reported
EPA Region:	4
Tribe:	Not reported
Coordinate Source:	State
X Coord:	-81.53675
Y Coord:	28.5988888900001
Latitude:	28.59888889
Longitude:	-81.53675

UST FINDER:

Object ID:	301243
Facility ID:	FL9045638
Tank ID:	FL9045638-1
Tank Status:	Closed
Installation Date:	Not reported
Removal Date:	Not reported
Tank Capacity:	1000
Substances:	Unknown/Not Reported
Tank Wall Type:	Not reported

Object ID:	301244
Facility ID:	FL9045638
Tank ID:	FL9045638-2
Tank Status:	Closed

BECKYS COUNTRY STORE (Continued) **1028244208**

Installation Date:	Not reported
Removal Date:	Not reported
Tank Capacity:	1000
Substances:	Unknown/Not Reported
Tank Wall Type:	Not reported

UST FINDER RELEASE:

Object ID:	111374
Facility ID:	FL9045638
Lust ID:	FL24284
Name:	BECKYS COUNTRY STORE
Address:	10600 CLARCONA OCOEE RD
City,State,Zip:	APOPKA, FL 0
Address Match Type:	Not reported
Reported Date:	1989/11/01 15:59:59+00
Status:	Open
Substance:	Not reported
Population within 1500ft:	623
Domestic Wells within 1500ft:	41
Land Use:	Developed, Open Space
Within SPA:	No
SPA PWS Facility ID:	Not reported
SPA Water Type:	Not reported
SPA Facility Type:	Not reported
SPA HUC12:	Not reported
Within WHPA:	Yes
WHPA PWS Facility ID:	FL3480204_64736302
WHPA Water Type:	GW - Ground water
WHPA Facility Type:	WL - Well
WHPA HUC12:	030801020302
Within 100yr Floodplain:	No
Tribe:	Not reported
EPA Region:	4
NFA Letter 1:	Not reported
NFA Letter 2:	Not reported
NFA Letter 3:	Not reported
NFA Letter 4:	Not reported
Closed With Residual Contaminate:	Not reported
Coordinate Source:	State
X Coord:	-81.53675
Y Coord:	28.59889
Latitude:	28.59889
Longitude:	-81.5367499999999

A3 **BECKYS COUNTRY STORE** **LUST U001365215**
South **10600 CLARCONA OCOEE RD** **UST N/A**
< 1/8 **APOPKA, FL 32703** **CLEANUP SITES**
0.021 mi. **DWM CONTAM**
109 ft. **Site 2 of 2 in cluster A**

Relative: LUST:
Higher

Name:	BECKYS COUNTRY STORE
Address:	10600 CLARCONA OCOEE RD
City,State,Zip:	APOPKA, FL 32703
Region:	STATE
Facility Id:	9045638

Actual:
164 ft.

BECKYS COUNTRY STORE (Continued) **U001365215**

Facility Status:	CLOSED
Facility Type:	A - Retail Station
Facility Phone:	(407)877-6137
Facility Cleanup Rank:	2597
District:	Central District
Lat/Long (dms):	28 35 56.18 / 81 32 12.17
Section:	5
Township:	22
Range:	28
Feature:	Not reported
Method:	ADDM
Datum:	0
Score:	55
Score Effective Date:	2003-07-22 00:00:00
Score When Ranked:	55
Operator:	BECKYS COUNTRY STORE
Name Update:	2005-05-26 00:00:00
Address Update:	Not reported

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status:	ONGO - ONGOING
Contact:	CLIFTON BOWERS
Contact Company:	BOWERS, CLIFTON
Contact Address:	642 S DILLARD ST
Contact City/State/Zip:	WINTER GARDEN, FL 34787
Phone:	(407)656-1813
Bad Address Ind:	Y
State:	FL
Zip:	32703, 8706
Score:	55
Score Effective Date:	2003-07-22 00:00:00
Related Party ID:	2501
Primary RP Role:	ACCOUNT OWNER
RP Begin Date:	1994-05-20
RP Zip:	3903
RP Extension:	Not reported

Discharge Cleanup Summary:

Discharge Date:	11/1/1989
PCT Discharge Combined:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	RA - RA ONGOING
Disch Cleanup Status Date:	8/1/2005
Cleanup Work Status:	ACTIVE
Information Source:	A - ABANDONED TANK RESTORATION
Other Source Description:	Not reported
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	STILES_JR_1
Site Mgr End Date:	Not reported
Tank Office:	PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV

Petroleum Cleanup Program Eligibility:

Facility ID:	9045638
Discharge Date:	11/1/1989
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	RA - RA ONGOING
Disch Cleanup Status Date:	8/1/2005

BECKYS COUNTRY STORE (Continued) **U001365215**

Cleanup Work Status:	INACTIVE
Information Source:	A - ABANDONED TANK RESTORATION
Other Source Description:	Not reported
Application Received Date:	3/20/1991
Cleanup Program:	A - ABANDONED TANK RESTORATION PROGRAM
Eligibility Status:	7/24/1991
Elig Status Date:	7/24/1991
Letter Of Intent Date:	4/16/1992
Redetermined:	No
Inspection Date:	11/29/2004
Site Manager:	STILES_JR_1
Site Mgr End Date:	Not reported
Tank Office:	PCLP48 - ORANGE COUNTY ENVIRONMENTAL PROTECTION DIV
Deductible Amount:	500
Deductible Paid To Date:	500
Co-Pay Amount:	0
Co-Pay Paid To Date:	0
Cap Amount:	0

Contaminated Media:

Discharge Date:	11/1/1989
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	RA - RA ONGOING
Disch Cleanup Status Date:	8/1/2005
Cleanup Work Status:	INACTIVE
Information Source:	A - ABANDONED TANK RESTORATION
Other Source Description:	Not reported
Elig Indicator:	E - ELIGIBLE
Site Manager:	STILES_JR_1
Site Mgr End Date:	Not reported
Tank Office:	PCLP48 - ORANGE COUNTY ENVIRON
Contaminated Drinking Wells:	0
Contaminated Monitoring Well:	Yes
Contaminated Soil:	Yes
Contaminated Surface Water:	No
Contaminated Ground Water:	No
Pollutant:	B - Unleaded Gas
Pollutant Other Description:	Not reported
Gallons Discharged:	Not reported

Task Information:

District:	CD
Facility ID:	9045638
Facility Status:	CLOSED
Facility Type:	A - Retail Station -
County:	ORANGE
County ID:	48
Cleanup Eligibility Status:	E
Source Effective Date:	Not reported
Discharge Date:	11-01-1989
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	RA - RA ONGOING
Disch Cleanup Status Date:	08-01-2005
SRC Action Type:	-
SRC Submit Date:	Not reported
SRC Review Date:	Not reported
SRC Completion Status:	-

BECKYS COUNTRY STORE (Continued) **U001365215**

SRC Issue Date:	Not reported
SRC Comment:	Not reported
Cleanup Work Status:	INACTIVE
Site Mgr:	GREEN_MN
Site Mgr End Date:	Not reported
Tank Office:	PCLP48 - Orange County
SR Task ID:	Not reported
SR Cleanup Responsible:	-
SR Funding Eligibility Type:	-
SR Actual Cost:	Not reported
SR Completion Date:	Not reported
SR Payment Date:	Not reported
SR Oral Date:	Not reported
SR Written Date:	Not reported
SR Soil Removal:	Not reported
SR Free Product Removal:	Not reported
SR Soil Tonnage Removed:	Not reported
SR Soil Treatment:	Not reported
SR Other Treatment:	Not reported
SR Alternate Proc Received Date:	Not reported
SR Alternate Procedure Status:	Not reported
SR Alternate Procedure Status Date:	Not reported
SR Alternate Procedure Comments:	Not reported
SA Task ID:	20099
SA Cleanup Responsible:	-
SA Funding Eligibility Type:	-
SA Actual Cost:	Not reported
SA Completion Date:	01-09-1992
SA Payment Date:	Not reported
RAP Task ID:	20100
RAP Cleanup Responsible ID:	LP - LOCAL PROGRAM
RAP Funding Eligibility Type:	-
RAP Actual Cost:	Not reported
RAP Completion Date:	Not reported
RAP Payment Date:	Not reported
RAP Last Order Approved:	Not reported
RA Task ID:	20101
RA Cleanup Responsible:	LP - LOCAL PROGRAM
RA Funding Eligibility Type:	-
RA Years to Complete:	Not reported
RA Actual Cost:	Not reported

Click here for Florida Oculus:

UST:

Facility ID:	9045638
Name:	BECKYS COUNTRY STORE
Address:	10600 CLARCONA OCOEE RD
City,State,Zip:	APOPKA, FL 32703
Facility Phone:	4078776137
Facility Status:	CLOSED
Facility Type:	A
Type Description:	Retail Station
Depco:	P
Region:	STATE
Positioning Method:	ADDM
Latitude/Longitude:	28 35 56 / 81 32 12.3000000

BECKYS COUNTRY STORE (Continued) **U001365215**

UST:
Tank ID: 2
Tank Capacity: 1000
Tank Location: UNDERGROUND
Tank Status: B-Removed from Site
Status Date: 12/31/1989
Install Date: Not reported
Substance: Y
Content Description: Unknown/Not Reported
Vessel Indicator: TANK
DEP Contractor: P

Owner:
Owner ID: 2501
Owner Name: BOWERS, CLIFTON
Owner Address: 642 S DILLARD ST
Owner Address 2: Not reported
Owner City,State,Zip: WINTER GARDEN, FL 34787
Owner Contact: CLIFTON BOWERS
Owner Phone: 4076561813

Tank ID: 1
Tank Capacity: 1000
Tank Location: UNDERGROUND
Tank Status: B-Removed from Site
Status Date: 12/31/1989
Install Date: Not reported
Substance: Y
Content Description: Unknown/Not Reported
Vessel Indicator: TANK
DEP Contractor: P

Owner:
Owner ID: 2501
Owner Name: BOWERS, CLIFTON
Owner Address: 642 S DILLARD ST
Owner Address 2: Not reported
Owner City,State,Zip: WINTER GARDEN, FL 34787
Owner Contact: CLIFTON BOWERS
Owner Phone: 4076561813

CLEANUP SITES:
Name: BECKYS COUNTRY STORE
Address: 10600 CLARCONA OCOEE RD
City,State,Zip: APOPKA, FL 32703
DEP Cleanup Site Key: 79722330
Source Database Name: Storage Tank Contamination Monitoring
Source Database Id: 9045638
CPAC Program Area Id: TK
CLLC Cleanup Category Key: PETRO
RSC2 Remediation Status Key: ACTIVE
Data Load Date: 05/08/2024
OC3 Office Id: CD
Physical Address Line 2: Not reported

BECKYS COUNTRY STORE (Continued) **U001365215**

OIC Object Of Interest Id:	FACIL
PC2 Proximity Id:	CENTR
Calc Coordinates Accuracy Level Id:	4
CMC2 Coordinate Method Id:	Digital Aerial Photography With Ground Control
DC4 Datum Id:	High Accuracy Reference Network
VSC1 Verification Status:	REVIEWED
Collect Username:	WOEBER_A
Collect Date:	03/29/2005
Collect Affiliation:	DEPARTMENT OF ENVIRONMENTAL PR
Map Source:	1999 doqs
Map Source Scale:	4053
Interpolation Scale:	Not reported
Verifier Username:	WOEBER_A
Verifier Affiliation:	DEPARTMENT OF ENVIRONMENTAL PR
Verification Date:	03/29/2005
Verified Coordinate Method Id:	Digital Aerial Photography With Ground Control
Source Database Name Code:	STCM
CMC2 Coordinate Method ID Code:	DPHO
DC4 Datum ID Code:	HARN
Verified Coordinate Method ID Code:	DPHO
Comments:	Not reported
Latitude/Longitude (deg/min/sec):	28 35 / 81 32

DWM CONTAM:

Name:	BECKYS COUNTRY STORE
Address:	10600 CLARCONA OCOEE RD
City,State,Zip:	APOPKA, FL 32703
Program Site Id:	9045638
Lat DD:	28
Lat MM:	35
Lat SS:	56
Long DD:	81
Long MM:	32
Long SS:	12.3
Office/ District:	CD
Program Area:	PETROLEUM
Priority Score:	Not reported
Datum:	0
Method:	ADDM
Facility Status:	ON HOLD-STCM
Facility Type:	A - Retail Station
Score Effective Date:	2003-07-22 00:00:00
Score When Ranked:	55
Rank:	2597
Operator:	Not reported
Phone:	Not reported
Name Changed:	Not reported
Addr Changed:	Not reported
Related Party ID:	2501
Primary RP Role:	ACCOUNT OWNER
RP Begin Date:	5/20/1994
RP Name:	BOWERS, CLIFTON
RP Address1:	642 S DILLARD ST
RP Address2:	Not reported
RP City:	WINTER GARDEN
RP State:	FL
RP Zip5:	3903

BECKYS COUNTRY STORE (Continued) **U001365215**

RP Zip4:	34787
Contact:	CLIFTON BOWERS
RP Phone:	(407)656-1813
RP Extension:	Not reported
Site Manager:	Not reported

4
WNW
1/4-1/2
0.306 mi.
1617 ft.

OCOEE APOPKA ROAD DEBRIS STAGING AREA **SWF/LF** **S111278705**
4225 OCOEE APOPKA RD **N/A**
WINTER GARDEN, FL 34761

Relative:
Lower

Actual:
127 ft.

SWF/LF:

Name:	OCOEE APOPKA ROAD DEBRIS STAGING AREA
Address:	4225 OCOEE APOPKA RD
City,State,Zip:	WINTER GARDEN, FL 34761
Facility ID:	100089
District:	CD
Lat/Long:	28:36:35.2 / 81:32:39.1999
Class Type:	910
Classification:	DISASTER DEBRIS MANAGEMENT SITE
Class Status:	PRE-AUTHORIZED (B)
Section:	Not reported
Township:	Not reported
Range:	Not reported
Responsible Authority Name:	Not reported
Responsible Authority Address:	Not reported
Responsible Authority City,St,Zip:	Not reported
Responsible Authority Phone:	Not reported
EMail Address1:	Not reported
EMail Address2:	Not reported
Site Supervisor Name:	Not reported
Site Supervisor Addr:	Not reported
Site Supervisor City/State/Zip:	Not reported
Site Supervisor Telephone:	Not reported
Land Owner Name:	Not reported
Land Owner Address:	Not reported
Land Owner City/State/Zip:	Not reported
Land Owner Telephone:	Not reported

Click here for Florida Oculus:

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
		NO SITES FOUND			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 06/07/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 86

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 09/24/2024
Next Scheduled EDR Contact: 01/09/2025
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/24/2024
Date Data Arrived at EDR: 08/01/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 27

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/24/2024
Date Data Arrived at EDR: 08/01/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 27

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 07/15/2024
Date Data Arrived at EDR: 07/17/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 84

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 07/31/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 07/24/2024
Date Data Arrived at EDR: 08/08/2024
Date Made Active in Reports: 08/15/2024
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 07/24/2024
Date Data Arrived at EDR: 08/08/2024
Date Made Active in Reports: 08/15/2024
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/11/2024
Date Data Arrived at EDR: 06/17/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 79

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Florida's State-Funded Action Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 05/13/2024
Date Data Arrived at EDR: 05/14/2024
Date Made Active in Reports: 05/22/2024
Number of Days to Update: 8

Source: Department of Environmental Protection
Telephone: 850-488-0190
Last EDR Contact: 08/15/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Semi-Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 07/09/2024
Date Data Arrived at EDR: 07/09/2024
Date Made Active in Reports: 09/26/2024
Number of Days to Update: 79

Source: Department of Environmental Protection
Telephone: 850-922-7121
Last EDR Contact: 10/04/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

LUST: Petroleum Contamination Detail Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/22/2024
Date Data Arrived at EDR: 04/23/2024
Date Made Active in Reports: 07/18/2024
Number of Days to Update: 86

Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/23/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

LAST: Leaking Aboveground Storage Tank Listing

The file for Leaking Aboveground Storage Tanks. Please remember STCM does not track the source of the discharge so the agency provides a list of facilities with an aboveground tank and an open discharge split by facilities with aboveground tanks only and facilities with aboveground and underground tanks.

Date of Government Version: 04/22/2024
Date Data Arrived at EDR: 04/23/2024
Date Made Active in Reports: 07/18/2024
Number of Days to Update: 86

Source: Department of Environmental Protection
Telephone: 850-245-8799
Last EDR Contact: 07/23/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/11/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 05/07/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

Lists of state and tribal registered storage tanks

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 03/15/2024
Date Data Arrived at EDR: 03/19/2024
Date Made Active in Reports: 06/17/2024
Number of Days to Update: 90
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

FF TANKS: Federal Facilities Listing
A listing of federal facilities with storage tanks.

Date of Government Version: 06/17/2024
Date Data Arrived at EDR: 06/17/2024
Date Made Active in Reports: 09/10/2024
Number of Days to Update: 85
Source: Department of Environmental Protection
Telephone: 850-245-8250
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

UST: Storage Tank Facility Information
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 05/13/2024
Date Data Arrived at EDR: 05/14/2024
Date Made Active in Reports: 08/08/2024
Number of Days to Update: 86
Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

AST: Storage Tank Facility Information
Registered Aboveground Storage Tanks.

Date of Government Version: 05/13/2024
Date Data Arrived at EDR: 05/14/2024
Date Made Active in Reports: 08/08/2024
Number of Days to Update: 86
Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90
Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 05/14/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/11/2024
Date Data Arrived at EDR: 05/30/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 90

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 07/10/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

TANKS: Storage Tank Facility List

This listing includes storage tank facilities that do not have tank information. The tanks have either be closed or removed from the site, but the facilities were still registered at some point in history.

Date of Government Version: 05/13/2024
Date Data Arrived at EDR: 05/14/2024
Date Made Active in Reports: 08/08/2024
Number of Days to Update: 86

Source: Department of Environmental Protection
Telephone: 850-245-8841
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENG CONTROLS: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to engineering controls. Engineering Controls encompass a variety of engineered remedies to contain and/or reduce contamination, and/or physical barriers intended to limit access to property. ECs include fences, signs, guards, landfill caps, provision of potable water, slurry walls, sheet pile (vertical caps), pumping and treatment of groundwater, monitoring wells, and vapor extraction systems.

Date of Government Version: 06/24/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 09/13/2024
Number of Days to Update: 80

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 09/24/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Semi-Annually

Inst Control: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to institutional and engineering controls.

Date of Government Version: 06/24/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 09/13/2024
Number of Days to Update: 80

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 09/24/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Semi-Annually

Lists of state and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Sites

Listing of closed and active voluntary cleanup sites.

Date of Government Version: 02/19/2024
Date Data Arrived at EDR: 02/21/2024
Date Made Active in Reports: 05/09/2024
Number of Days to Update: 78

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/08/2021
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 09/10/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BSRA: Brownfield Site Rehabilitation Agreements Listing
The BSRA provides DEP and the public assurance that site rehabilitation will be conducted in accordance with Florida Statutes and DEP's Contaminated Site Cleanup Criteria rule. In addition, the BSRA provides limited liability protection for the voluntary responsible party. The BSRA contains various commitments by the voluntary responsible party, including milestones for completion of site rehabilitation tasks and submittal of technical reports and plans. It also contains a commitment by DEP to review technical reports according to an agreed upon schedule. Only those brownfield sites with an executed BSRA are eligible to apply for a voluntary cleanup tax credit incentive pursuant to Section 376.30781, Florida Statutes.

Date of Government Version: 06/07/2024
Date Data Arrived at EDR: 06/26/2024
Date Made Active in Reports: 09/16/2024
Number of Days to Update: 82

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 09/26/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Varies

BROWNFIELDS AREAS: Brownfields Areas Database
A "brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, that has been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. This layer provides a polygon representation of the boundaries of these designated Brownfield Areas in Florida.

Date of Government Version: 04/02/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 09/13/2024
Number of Days to Update: 80

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

BROWNFIELDS: Brownfields Sites Database
Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

Date of Government Version: 01/17/2024
Date Data Arrived at EDR: 03/26/2024
Date Made Active in Reports: 06/18/2024
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Semi-Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/10/2024
Date Data Arrived at EDR: 06/11/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 85
Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 09/11/2024
Next Scheduled EDR Contact: 12/23/2024
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Centers

A listing of recycling centers located in the state of Florida.

Date of Government Version: 08/17/2023
Date Data Arrived at EDR: 10/09/2023
Date Made Active in Reports: 12/19/2023
Number of Days to Update: 71
Source: Department of Environmental Protection
Telephone: 850-245-8718
Last EDR Contact: 10/08/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52
Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 07/22/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39
Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137
Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 10/09/2024
Next Scheduled EDR Contact: 01/27/2025
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 08/19/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 51

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: No Update Planned

PRIORITYCLEANERS: Priority Ranking List

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility.

Date of Government Version: 03/15/2024
Date Data Arrived at EDR: 05/07/2024
Date Made Active in Reports: 07/30/2024
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 08/06/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Varies

FL SITES: Sites List

This summary status report was developed from a number of lists including the Eckhardt list, the Moffit list, the EPA Hazardous Waste Sites list, EPA's Emergency & Remedial Response information System list (RCRA Section 3012) & existing department lists such as the obsolete uncontrolled Hazardous Waste Sites list. This list is no longer updated.

Date of Government Version: 12/31/1989
Date Data Arrived at EDR: 05/09/1994
Date Made Active in Reports: 08/04/1994
Number of Days to Update: 87

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 03/24/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 08/19/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 51

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/14/2024
Date Data Arrived at EDR: 06/17/2024
Date Made Active in Reports: 06/24/2024
Number of Days to Update: 7

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

SPILLS: Oil and Hazardous Materials Incidents
Statewide oil and hazardous materials inland incidents.

Date of Government Version: 06/26/2024
Date Data Arrived at EDR: 06/27/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-2010
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/10/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/04/2013
Number of Days to Update: 60

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch
Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 09/01/2001
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/06/2013
Number of Days to Update: 62

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/03/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 06/20/2024
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 07/31/2024
Date Data Arrived at EDR: 08/12/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 58

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 08/12/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021
Date Data Arrived at EDR: 07/13/2021
Date Made Active in Reports: 03/09/2022
Number of Days to Update: 239

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 10/10/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 07/30/2021
Date Data Arrived at EDR: 02/03/2023
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/05/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/10/2024
Date Data Arrived at EDR: 06/17/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA Watch List

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 07/25/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: No Update Planned

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 08/01/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 06/14/2022
Date Made Active in Reports: 03/24/2023
Number of Days to Update: 283

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 12/23/2024
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2022
Date Data Arrived at EDR: 11/13/2023
Date Made Active in Reports: 02/07/2024
Number of Days to Update: 86

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/11/2024
Date Data Arrived at EDR: 07/11/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 1

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/11/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 12/09/2024
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 07/12/2024
Date Data Arrived at EDR: 07/17/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 10/09/2024
Next Scheduled EDR Contact: 01/27/2025
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 09/19/2023
Date Data Arrived at EDR: 10/03/2023
Date Made Active in Reports: 10/19/2023
Number of Days to Update: 16

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 05/23/2024
Date Data Arrived at EDR: 07/02/2024
Date Made Active in Reports: 09/26/2024
Number of Days to Update: 86

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/06/2024
Date Data Arrived at EDR: 06/07/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 89
Source: Nuclear Regulatory Commission
Telephone: 301-415-0717
Last EDR Contact: 10/09/2024
Next Scheduled EDR Contact: 01/27/2025
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2022
Date Data Arrived at EDR: 11/27/2023
Date Made Active in Reports: 02/22/2024
Number of Days to Update: 87
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 12/09/2024
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 08/22/2024
Next Scheduled EDR Contact: 12/09/2024
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 08/01/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84
Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 09/18/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80
Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 07/23/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 06/30/2024
Date Data Arrived at EDR: 07/08/2024
Date Made Active in Reports: 09/26/2024
Number of Days to Update: 80
Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 03/09/2023
Date Made Active in Reports: 03/20/2023
Number of Days to Update: 11
Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 03/03/2023
Date Data Arrived at EDR: 03/03/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 98

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 07/24/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 05/08/2024
Date Data Arrived at EDR: 08/14/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 14

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 08/27/2024
Date Data Arrived at EDR: 09/03/2024
Date Made Active in Reports: 09/19/2024
Number of Days to Update: 16

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/06/2024
Date Data Arrived at EDR: 08/14/2024
Date Made Active in Reports: 08/15/2024
Number of Days to Update: 1

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/14/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data
Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 10/01/2024
Date Data Arrived at EDR: 10/02/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 7

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/02/2024
Date Data Arrived at EDR: 08/20/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 50

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/20/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing
Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/22/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System
Mineral Resources Data System

Date of Government Version: 08/23/2022
Date Data Arrived at EDR: 11/22/2022
Date Made Active in Reports: 02/28/2023
Number of Days to Update: 98

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 08/22/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 06/13/2024
Date Data Arrived at EDR: 06/14/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 82

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 09/10/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 08/13/2024
Date Data Arrived at EDR: 08/20/2024
Date Made Active in Reports: 08/28/2024
Number of Days to Update: 8

Source: EPA
Telephone: (404) 562-9900
Last EDR Contact: 08/20/2024
Next Scheduled EDR Contact: 12/09/2024
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 06/23/2024
Date Data Arrived at EDR: 06/28/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 10/01/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/06/2023
Date Data Arrived at EDR: 09/13/2023
Date Made Active in Reports: 12/11/2023
Number of Days to Update: 89

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 08/13/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 08/13/2024
Date Data Arrived at EDR: 08/13/2024
Date Made Active in Reports: 10/09/2024
Number of Days to Update: 57

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 08/13/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Quarterly

PFAS NPL: Superfund Sites with PFAS Detections Information

EPA's Office of Land and Emergency Management and EPA Regional Offices maintain data describing what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 703-603-8895
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS FEDERAL SITES: Federal Sites PFAS Information

Several federal entities, such as the federal Superfund program, Department of Defense, National Aeronautics and Space Administration, Department of Transportation, and Department of Energy provided information for sites with known or suspected detections at federal facilities.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS TSCA: PFAS Manufacture and Imports Information

EPA issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. EPA publishes non-confidential business information (non-CBI) and includes descriptive information about each site, corporate parent, production volume, other manufacturing information, and processing and use information.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS TRIS: List of PFAS Added to the TRI

Section 7321 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA) immediately added certain per- and polyfluoroalkyl substances (PFAS) to the list of chemicals covered by the Toxics Release Inventory (TRI) under Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) and provided a framework for additional PFAS to be added to TRI on an annual basis.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-566-0250
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS RCRA MANIFEST: PFAS Transfers Identified In the RCRA Database Listing

To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: PFAS, PFOA, PFOS, PERFL, AFFF, GENX, GEN-X (plus the VT waste codes). These keywords were searched for in the following text fields: Manifest handling instructions (MANIFEST_HANDLING_INSTR), Non-hazardous waste description (NON_HAZ_WASTE_DESCRIPTION), DOT printed information (DOT_PRINTED_INFORMATION), Waste line handling instructions (WASTE_LINE_HANDLING_INSTR), Waste residue comments (WASTE_RESIDUE_COMMENTS).

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS ATSDR: PFAS Contamination Site Location Listing

PFAS contamination site locations from the Department of Health & Human Services, Center for Disease Control & Prevention. ATSDR is involved at a number of PFAS-related sites, either directly or through assisting state and federal partners. As of now, most sites are related to drinking water contamination connected with PFAS production facilities or fire training areas where aqueous film-forming firefighting foam (AFFF) was regularly used.

Date of Government Version: 06/24/2020
Date Data Arrived at EDR: 03/17/2021
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 601

Source: Department of Health & Human Services
Telephone: 202-741-5770
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

PFAS WQP: Ambient Environmental Sampling for PFAS

The Water Quality Portal (WQP) is a part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations and individuals submit project details and sampling results to this public repository. The information is commonly used for research and assessments of environmental quality.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS NPDES: Clean Water Act Discharge Monitoring Information

Any discharger of pollutants to waters of the United States from a point source must have a National Pollutant Discharge Elimination System (NPDES) permit. The process for obtaining limits involves the regulated entity (permittee) disclosing releases in a NPDES permit application and the permitting authority (typically the state but sometimes EPA) deciding whether to require monitoring or monitoring with limits. Caveats and Limitations: Less than half of states have required PFAS monitoring for at least one of their permittees and fewer states have established PFAS effluent limits for permittees. New rulemakings have been initiated that may increase the number of facilities monitoring for PFAS in the future.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS PROJECT: NORTHEASTERN UNIVERSITY PFAS PROJECT

The PFAS Contamination Site Tracker records qualitative and quantitative data from each site in a chart, specifically examining discovery, contamination levels, government response, litigation, health impacts, media coverage, and community characteristics. All data presented in the chart were extracted from government websites, such as state health departments or the Environmental Protection Agency, and news articles.

Date of Government Version: 05/19/2023
Date Data Arrived at EDR: 04/05/2024
Date Made Active in Reports: 06/06/2024
Number of Days to Update: 62

Source: Social Science Environmental Health Research Institute
Telephone: N/A
Last EDR Contact: 09/05/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Varies

PFAS ECHO: Facilities in Industries that May Be Handling PFAS Listing

Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS ECHO FIRE TRAIN: Facilities in Industries that May Be Handling PFAS Listing

A list of fire training sites was added to the Industry Sectors dataset using a keyword search on the permitted facilitys name to identify sites where fire-fighting foam may have been used in training exercises. Additionally, you may view an example spreadsheet of the subset of fire training facility data, as well as the keywords used in selecting or deselecting a facility for the subset. as well as the keywords used in selecting or deselecting a facility for the subset. These keywords were tested to maximize accuracy in selecting facilities that may use fire-fighting foam in training exercises, however, due to the lack of a required reporting field in the data systems for designating fire training sites, this methodology may not identify all fire training sites or may potentially misidentify them.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PFAS PT 139 AIRPORT: All Certified Part 139 Airports PFAS Information Listing

Since July 1, 2006, all certified part 139 airports are required to have fire-fighting foam onsite that meet military specifications (MIL-F-24385) (14 CFR 139.317). To date, these military specification fire-fighting foams are fluorinated and have been historically used for training and extinguishing. The 2018 FAA Reauthorization Act has a provision stating that no later than October 2021, FAA shall not require the use of fluorinated AFFF. This provision does not prohibit the use of fluorinated AFFF at Part 139 civilian airports; it only prohibits FAA from mandating its use. The Federal Aviation Administration?s document AC 150/5210-6D - Aircraft Fire Extinguishing Agents provides guidance on Aircraft Fire Extinguishing Agents, which includes Aqueous Film Forming Foam (AFFF).

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

AQUEOUS FOAM NRC: Aqueous Foam Related Incidents Listing

The National Response Center (NRC) serves as an emergency call center that fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. The spreadsheets posted to the NRC website contain initial incident data that has not been validated or investigated by a federal/state response agency. Response center calls from 1990 to the most recent complete calendar year where there was indication of Aqueous Film Forming Foam (AFFF) usage are included in this dataset. NRC calls may reference AFFF usage in the ?Material Involved? or ?Incident Description? fields.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/01/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 202-267-2675
Last EDR Contact: 10/02/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 12/16/2016
Date Data Arrived at EDR: 01/06/2017
Date Made Active in Reports: 03/10/2017
Number of Days to Update: 63

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: No Update Planned

PCS ENF: Enforcement data
No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

BIOSOLIDS: ICIS-NPDES Biosolids Facility Data
The data reflects compliance information about facilities in the biosolids program.

Date of Government Version: 04/14/2024
Date Data Arrived at EDR: 04/16/2024
Date Made Active in Reports: 07/12/2024
Number of Days to Update: 87

Source: Environmental Protection Agency
Telephone: 202-564-4700
Last EDR Contact: 07/16/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Varies

UST FINDER: UST Finder Database
EPA developed UST Finder, a web map application containing a comprehensive, state-sourced national map of underground storage tank (UST) and leaking UST (LUST) data. It provides the attributes and locations of active and closed USTs, UST facilities, and LUST sites from states and from Tribal lands and US territories . UST Finder contains information about proximity of UST facilities and LUST sites to: surface and groundwater public drinking water protection areas; estimated number of private domestic wells and number of people living nearby; and flooding and wildfires.

Date of Government Version: 06/08/2023
Date Data Arrived at EDR: 10/04/2023
Date Made Active in Reports: 01/18/2024
Number of Days to Update: 106

Source: Environmental Protection Agency
Telephone: 202-564-0394
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Varies

UST FINDER RELEASE: UST Finder Releases Database
US EPA’s UST Finder data is a national composite of leaking underground storage tanks. This data contains information about, and locations of, leaking underground storage tanks. Data was collected from state sources and standardized into a national profile by EPA’s Office of Underground Storage Tanks, Office of Research and Development, and the Association of State and Territorial Solid Waste Management Officials.

Date of Government Version: 06/08/2023
Date Data Arrived at EDR: 10/31/2023
Date Made Active in Reports: 01/18/2024
Number of Days to Update: 79

Source: Environmental Protecton Agency
Telephone: 202-564-0394
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Semi-Annually

E MANIFEST: Hazardous Waste Electronic Manifest System
EPA established a national system for tracking hazardous waste shipments electronically. This system, known as ?e-Manifest,? will modernize the nation?s cradle-to-grave hazardous waste tracking process while saving valuable time, resources, and dollars for industry and states.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 04/18/2024
Date Made Active in Reports: 06/06/2024
Number of Days to Update: 49

Source: Environmental Protection Agency
Telephone: 833-501-6826
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Varies

PFAS: PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid
A list of the sites that have been reported to the Department of Environmental Protection with PFAS concentrations above the Department?s Provisional Groundwater Cleanup Target Level.

Date of Government Version: 04/26/2024
Date Data Arrived at EDR: 04/26/2024
Date Made Active in Reports: 07/19/2024
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8690
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

AQUEOUS FOAM: Former Fire Training Facility Assessments Listing

DEP has conducted initial environmental assessments related to the historic and current use of chemicals found in aqueous film forming foam (AFFF) at fire training facilities throughout Florida

Date of Government Version: 05/30/2024
Date Data Arrived at EDR: 05/31/2024
Date Made Active in Reports: 06/28/2024
Number of Days to Update: 28

Source: Department of Environmental Protection
Telephone: 850-245-8690
Last EDR Contact: 08/27/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Varies

AIRS: Permitted Facilities Listing

A listing of Air Resources Management permits.

Date of Government Version: 07/22/2024
Date Data Arrived at EDR: 07/23/2024
Date Made Active in Reports: 08/16/2024
Number of Days to Update: 24

Source: Department of Environmental Protection
Telephone: 850-921-9558
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Varies

ASBESTOS: Asbestos Notification Listing

Asbestos sites

Date of Government Version: 08/08/2024
Date Data Arrived at EDR: 08/08/2024
Date Made Active in Reports: 08/19/2024
Number of Days to Update: 11

Source: Department of Environmental Protection
Telephone: 850-717-9086
Last EDR Contact: 08/07/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Varies

CLEANUP SITES: DEP Cleanup Sites - Contamination Locator Map Listing

This listing includes the locations of waste cleanup sites from various programs. The source of the cleanup site data includes Hazardous Waste programs, Site Investigation Section, Compliance and Enforcement Tracking, Drycleaning State Funded Cleanup Program (possibly other state funded cleanup), Storage Tank Contamination Monitoring.

Date of Government Version: 05/08/2024
Date Data Arrived at EDR: 05/09/2024
Date Made Active in Reports: 05/16/2024
Number of Days to Update: 7

Source: Department of Environmental Protection
Telephone: 866-282-0787
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Quarterly

DEDB: Ethylene Dibromide Database Results

Ethylene dibromide (EDB), a soil fumigant, that has been detected in drinking water wells. The amount found exceeds the maximum contaminant level as stated in Chapter 62-550 or 520. It is a potential threat to public health when present in drinking water.

Date of Government Version: 06/10/2024
Date Data Arrived at EDR: 06/14/2024
Date Made Active in Reports: 09/06/2024
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8335
Last EDR Contact: 09/05/2024
Next Scheduled EDR Contact: 12/23/2024
Data Release Frequency: Varies

DRYCLEANERS: Drycleaning Facilities

The Drycleaners database, maintained by the Department of Environmental Protection, provides information about permitted dry cleaner facilities.

Date of Government Version: 07/15/2024
Date Data Arrived at EDR: 07/16/2024
Date Made Active in Reports: 07/26/2024
Number of Days to Update: 10

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 07/16/2024
Next Scheduled EDR Contact: 10/28/2024
Data Release Frequency: Semi-Annually

DWM CONTAM: DWM CONTAMINATED SITES

A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

Date of Government Version: 07/14/2023
Date Data Arrived at EDR: 10/04/2023
Date Made Active in Reports: 12/20/2023
Number of Days to Update: 77

Source: Department of Environmental Protection
Telephone: 850-245-7503
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

FIN ASSURANCE 1: Financial Assurance Information Listing

A list of hazardous waste facilities required to provide financial assurance under RCRA.

Date of Government Version: 07/03/2024
Date Data Arrived at EDR: 07/23/2024
Date Made Active in Reports: 10/14/2024
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8793
Last EDR Contact: 07/23/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Semi-Annually

FIN ASSURANCE 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities.

Date of Government Version: 07/03/2024
Date Data Arrived at EDR: 07/23/2024
Date Made Active in Reports: 10/14/2024
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8743
Last EDR Contact: 07/23/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Semi-Annually

FIN ASSURANCE 3: Financial Assurance Information Listing

A listing of financial assurance information for storage tanks sites.

Date of Government Version: 05/03/2024
Date Data Arrived at EDR: 05/03/2024
Date Made Active in Reports: 08/01/2024
Number of Days to Update: 90

Source: Department of Environmental Protection
Telephone: 850-245-8853
Last EDR Contact: 07/18/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

FL Cattle Dip. Vats: Cattle Dipping Vats

From the 1910's through the 1950's, these vats were filled with an arsenic solution for the control and eradication of the cattle fever tick. Other pesticides, such as DDT, were also widely used. By State law, all cattle, horses, mules, goats, and other susceptible animals were required to be dipped every 14 days. Under certain circumstances, the arsenic and other pesticides remaining at the site may present an environmental or public health hazard.

Date of Government Version: 09/27/2019
Date Data Arrived at EDR: 01/10/2020
Date Made Active in Reports: 02/11/2020
Number of Days to Update: 32

Source: Department of Environmental Protection
Telephone: 850-245-4444
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: No Update Planned

HAZ WASTE: Hazardous Waste Information Listing

The records in this data set are generated by county SQG Assessment, Notification and Verification Programs on-site surveys (see 403.7225 FS). The waste records are wastes observed during county inspections. Even though this state program targets SQGs and VSQGs for outreach, some counties choose to additionally look at their LQGs.

Date of Government Version: 02/12/2024
Date Data Arrived at EDR: 02/13/2024
Date Made Active in Reports: 05/06/2024
Number of Days to Update: 83
Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 08/12/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Quarterly

HW GEN: Hazardous Waste Generators

Small Quantity Hazardous Waste Generators are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities greater than 100 Kg but less than 1,000 Kg in any one calendar month. Large Quantity Generators of Hazardous Waste are tracked in this coverage based on their notification to the Department of Environmental Protection as to their handler status, or based on inspections conducted at their facilities. These facilities are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities equal to or greater than 1,000 Kg in any one calendar month.

Date of Government Version: 06/18/2024
Date Data Arrived at EDR: 06/18/2024
Date Made Active in Reports: 09/10/2024
Number of Days to Update: 84
Source: Department of Environmental Protection
Telephone: 850-245-8758
Last EDR Contact: 09/17/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Quarterly

RESP PARTY: Responsible Party Sites Listing

Open, inactive and closed responsible party sites

Date of Government Version: 06/24/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 09/13/2024
Number of Days to Update: 80
Source: Department of Environmental Protection
Telephone: 850-245-8758
Last EDR Contact: 09/24/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Quarterly

SOLCP: State-Owned Lands Cleanup Program Listing

The State-Owned Lands Cleanup Program (SOLCP) was created by the legislature in 2001 as a mechanism to identify and reduce the states possible risk and liability associated with potentially contaminated sites on state-owned property.

Date of Government Version: 05/06/2024
Date Data Arrived at EDR: 05/07/2024
Date Made Active in Reports: 07/30/2024
Number of Days to Update: 84
Source: Department of Environmental Protection
Telephone: 850-245-8952
Last EDR Contact: 08/06/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: Varies

SITE INV SITES: Site Investigation Section Sites Listing

Statewide coverage of Site Investigation Section (SIS) sites. Site Investigation is a Section within the Bureau of Waste Cleanup, Division of Waste Management. SIS provides technical support to FDEP District Waste Cleanup Programs and conducts contamination assessments throughout the state.

Date of Government Version: 05/13/2024
Date Data Arrived at EDR: 05/14/2024
Date Made Active in Reports: 08/07/2024
Number of Days to Update: 85
Source: Department of Environmental Protection
Telephone: 850-245-8953
Last EDR Contact: 08/12/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Quarterly

TIER 2: Tier 2 Facility Listing

A listing of facilities which store or manufacture hazardous materials that submit a chemical inventory report.

Date of Government Version: 12/31/2023
Date Data Arrived at EDR: 06/06/2024
Date Made Active in Reports: 09/04/2024
Number of Days to Update: 90
Source: Department of Environmental Protection
Telephone: 850-413-9970
Last EDR Contact: 08/27/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Varies

UIC: Underground Injection Wells Database Listing
A listing of Class I wells. Class I wells are used to inject hazardous waste, nonhazardous waste, or municipal waste below the lowermost USDW.

Date of Government Version: 07/11/2024
Date Data Arrived at EDR: 07/11/2024
Date Made Active in Reports: 07/19/2024
Number of Days to Update: 8
Source: Department of Environmental Protection
Telephone: 850-245-8655
Last EDR Contact: 10/09/2024
Next Scheduled EDR Contact: 01/27/2025
Data Release Frequency: Varies

WASTEWATER: Wastewater Facility Regulation Database
Domestic and industrial wastewater facilities.

Date of Government Version: 04/29/2024
Date Data Arrived at EDR: 04/30/2024
Date Made Active in Reports: 07/24/2024
Number of Days to Update: 85
Source: Department of Environmental Protection
Telephone: 850-245-8600
Last EDR Contact: 07/30/2024
Next Scheduled EDR Contact: 11/11/2024
Data Release Frequency: Quarterly

ERIC WASTE CLEANUP: Environmental Restoration Integrated Cleanup Listing
ERIC (Environmental Restoration Integrated Cleanup) is a single database for tracking all of the contaminated site cleanup activities in the Division of Waste Management (DWM). It was developed to bring together 11 different data systems to a single location that would allow tracking of a contaminated site throughout the course of cleanup regardless of which program area took the lead.

Date of Government Version: 06/24/2024
Date Data Arrived at EDR: 06/25/2024
Date Made Active in Reports: 06/28/2024
Number of Days to Update: 3
Source: Department of Environmental Protection
Telephone: 850-245-8270
Last EDR Contact: 09/24/2024
Next Scheduled EDR Contact: 01/06/2025
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A
Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COUNTY RECORDS

ALACHUA COUNTY:

FACILITY LIST ALACHUA: Facility List
List of all regulated facilities in Alachua County.

Date of Government Version: 06/13/2024
Date Data Arrived at EDR: 06/14/2024
Date Made Active in Reports: 09/06/2024
Number of Days to Update: 84

Source: Alachua County Environmental Protection Department
Telephone: 352-264-6800
Last EDR Contact: 09/10/2024
Next Scheduled EDR Contact: 12/30/2024
Data Release Frequency: Annually

BROWARD COUNTY:

AST BROWARD: Aboveground Storage Tanks
Aboveground storage tank locations in Broward County.

Date of Government Version: 09/15/2021
Date Data Arrived at EDR: 09/16/2021
Date Made Active in Reports: 12/03/2021
Number of Days to Update: 78

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 08/13/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

UST BROWARD: Underground Storage Tanks
All known regulated storage tanks within Broward County, including those tanks that have been closed

Date of Government Version: 09/15/2021
Date Data Arrived at EDR: 09/16/2021
Date Made Active in Reports: 12/03/2021
Number of Days to Update: 78

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 08/13/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

HILLSBOROUGH COUNTY:

LF HILLSBOROUGH: Hillsborough County LF
Hillsborough county landfill sites.

Date of Government Version: 07/01/2024
Date Data Arrived at EDR: 07/02/2024
Date Made Active in Reports: 09/24/2024
Number of Days to Update: 84

Source: Hillsborough County Environmental Protection Commission
Telephone: 813-627-2600
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Varies

MIAMI-DADE COUNTY:

DADE CO AP: Air Permit Sites
Facilities that release or have a potential to release pollutants.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

DADE CO AW: Agricultural Waste Listing
A listing of agricultural waste sites

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: Miami-Dade County Division of Environmental Resources Management
Telephone: 305-372-6715
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

DADE CO LF: Miami Dade County Landfill Solid Waste Sites listing.
Miami Dade County Landfill Solid Waste Sites listing.

Date of Government Version: 04/29/2024
Date Data Arrived at EDR: 05/01/2024
Date Made Active in Reports: 07/24/2024
Number of Days to Update: 84

Source: Miami Dade County Environmental Resources Management
Telephone: 305-372-6789
Last EDR Contact: 08/13/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Varies

DADE CO LW: Liquid Waste Transporter List
The Liquid Waste Transporter permit regulates the transportation of various types of liquid and solid waste, including hazardous waste, waste oil and oily waste waters, septic and grease trap waste, biomedical waste, spent radiator fluid, photo chemical waste, dry sewage sludge, and other types of non-hazardous industrial waste. The Liquid Waste Transporter permits needed to protect the environment and the public from improperly handled and transported waste.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: DERM
Telephone: 305-372-6755
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Quarterly

DADE GTO: Grease Trap Sites
Any non-residential facility that discharges waste to a sanitary sewer.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: Dade County Dept. of Env. Resources Mgmt.
Telephone: 305-372-6508
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

DADE MOP: Marine Facilities Operating Permit
What is this permit used for? Miami-Dade County Ordinance 89-104 and Section 24-18 of the Code of Miami-Dade County require the following types of marine facilities to obtain annual operating permits from DERM: All recreational boat docking facilities with ten (10) or more boat slips, moorings, davit spaces, and vessel tie-up spaces. All boat storage facilities contiguous to tidal waters in Miami-Dade County with ten (10) or more dry storage spaces including boatyards and boat manufacturing facilities.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Quarterly

DADE MRE: Maimi River Enforcement
The Miami River Enforcement database files were created for facilities and in some instances vessels that were inspected by a workgroup within the Department that was identified as the Miami River Enforcement Group. The files do not all necessarily reflect enforcement cases and some were created for locations that were permitted by other Sections within the Department.

Date of Government Version: 06/05/2013
Date Data Arrived at EDR: 06/06/2013
Date Made Active in Reports: 08/06/2013
Number of Days to Update: 61

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 05/21/2024
Next Scheduled EDR Contact: 09/02/2024
Data Release Frequency: Quarterly

DADE_IWP: Industrial Waste Permit Sites

Facilities that either generate more than 25,000 of wastewater per day to sanitary sewers or are pre-defined by EPA.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

ENF: Enforcement Case Tracking System Sites

Enforcement cases monitored by the Dade County Department of Environmental Resources Management.

Date of Government Version: 05/20/2024
Date Data Arrived at EDR: 05/21/2024
Date Made Active in Reports: 08/14/2024
Number of Days to Update: 85

Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 08/19/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

SPILLS DADE: Fuel Spills Cases

DERM documents fuel spills of sites that are not in a state program.

Date of Government Version: 01/08/2009
Date Data Arrived at EDR: 01/13/2009
Date Made Active in Reports: 02/05/2009
Number of Days to Update: 23

Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 05/21/2024
Next Scheduled EDR Contact: 09/02/2024
Data Release Frequency: Semi-Annually

UST DADE: Storage Tanks

A listing of aboveground and underground storage tank site locations.

Date of Government Version: 04/05/2023
Date Data Arrived at EDR: 05/24/2023
Date Made Active in Reports: 08/11/2023
Number of Days to Update: 79

Source: Department of Environmental Resource Management
Telephone: 305-372-6700
Last EDR Contact: 08/22/2024
Next Scheduled EDR Contact: 12/02/2024
Data Release Frequency: Semi-Annually

PALM BEACH COUNTY:

LF PALM BEACH: Palm Beach County LF

Palm Beach County Inventory of Solid Waste Sites.

Date of Government Version: 09/01/2011
Date Data Arrived at EDR: 09/20/2011
Date Made Active in Reports: 10/10/2011
Number of Days to Update: 20

Source: Palm Beach County Solid Waste Authority
Telephone: 561-640-4000
Last EDR Contact: 09/05/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 05/05/2024
Date Data Arrived at EDR: 05/07/2024
Date Made Active in Reports: 08/01/2024
Number of Days to Update: 86

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/06/2024
Next Scheduled EDR Contact: 11/18/2024
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 09/25/2024
Next Scheduled EDR Contact: 01/13/2025
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 11/30/2023
Date Made Active in Reports: 12/01/2023
Number of Days to Update: 1

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 07/25/2024
Next Scheduled EDR Contact: 11/04/2024
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 10/03/2024
Next Scheduled EDR Contact: 01/20/2025
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/18/2022
Number of Days to Update: 80

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 08/08/2024
Next Scheduled EDR Contact: 11/26/2024
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 08/28/2024
Next Scheduled EDR Contact: 12/16/2024
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: Endeavor Business Media
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Department of Children & Families
Source: Provider Information
Telephone: 850-488-4900

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

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APPENDIX E

Regulatory File Review Documentation

Becky’s Country Store

Year 6, Semiannual Natural Attenuation Monitoring (NAM) Report
Former Becky's Country Store
Apopka, Florida
S&ME Project No. 448417004 Task 2

Prepared for:

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803-3727

Prepared by:

S&ME, Inc.
111 Kelsey Lane, Ste E
Tampa, FL 33619

June 30, 2017

June 30, 2017

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803-3727

Attention: Mr. Matthew Green, P.G.

Reference: **Year 6, Semiannual Natural Attenuation Monitoring (NAM) Report**
Former Becky's Country Store
10600 Clarcona-Ocoee Road, Apopka, Orange County, Florida
S&ME Project No. 448417004 Task 2
FDEP Facility ID No. 489045638

Dear Mr. Green, P.G.:

S&ME, Inc. (S&ME) is pleased to provide you with this Natural Attenuation Monitoring (NAM) Report for the Year 6, First Semiannual Sampling Event at the above-referenced facility. This report is intended to provide the information necessary to fulfill the Task 2 Deliverable requirements as authorized under Purchase Order B03F8D (PRP reference no. 772-008C).

If you have any questions or comments concerning this report, please do not hesitate to contact the undersigned at (813)623-6646.

Sincerely,

S&ME, Inc.

Rene C. Bange, E.I.
Staff Professional

LAWRENCE J. MARON LICENSE No 32627 STATE OF FLORIDA PROFESSIONAL ENGINEER

Lawrence J. Maron, P.E.
Principal Engineer

6/30/17

cc: Mohammed Mia (electronic copy – habib2959@yahoo.com)

1.0 Introduction

S&ME, Inc. (S&ME) submitted the February 28, 2008 Natural Attenuation Monitoring (NAM) Plan to the Orange County Environmental Protection Division (OCEPD), which was subsequently approved by OCEPD in a letter dated April 2, 2008. In the NAM Plan, S&ME provided its rationale for NAM, including the estimated time to achieve cleanup to Groundwater Cleanup Target Levels (GCTLs), FDEP milestone calculations, and the fieldwork and sampling to be conducted for the NAM sampling events at the subject site. A figure depicting the current site plan including monitor well locations and other site features is included as **Figure 1** in **Appendix I**.

The screened intervals for the monitor wells installed at the subject site are within the surficial aquifer. During assessment activities performed between 1991 and 2006, 11 shallow, 8 intermediate (signified with an "i" after the number identification), and 2 deep (signified with a "d" after the number identification) monitor wells were installed within the surficial aquifer to assess groundwater quality, both laterally and vertically. The shallow wells were installed to depths between approximately 12 to 18 feet below grade (with a well screened over the bottom 10 feet), the intermediate wells were installed as double-cased wells to depths between 26 and 27 feet below grade (outer casing depth of 20 feet and the well screen over the bottom 5 feet), and the deep wells were installed as double-cased wells to a depth of 39 to 42 feet below grade (outer casing to a depth of approximately 35 feet with well screen over the bottom 5 feet). In addition to the aforementioned monitor wells, there are three observation wells (two shallow and one intermediate), and one multi-phase extraction (MPE) well located at the subject site that were installed in 2006 for a pilot test.

The original NAM plan included monitoring groundwater from two wells within the hydrocarbon plume: MW-12i and MW-15i. These wells were selected because groundwater samples from these wells were the only samples collected from wells at the site since 2006 with concentrations above the GCTLs as contained in Table I, Chapter 62-777, Florida Administrative Code (F.A.C.). The original NAM plan also included the collection of groundwater samples from monitor well MW-13i to monitor downgradient migration of the hydrocarbon plume and monitor well MW-16d to monitor downgradient and vertical migration of the hydrocarbon plume.

Two quarters of NAM sampling were performed in 2008 by S&ME. Prior to performing additional quarterly monitoring, the FDEP raised the funding score for pre-approval program sites. As a result, the site was no longer in the funding range and the work order was terminated.

The continuation of NAM began in July 2011 when the site was again within the range of State funding. S&ME was issued work orders to perform quarterly NAM sampling from mid-2011 through the first quarter of 2013, after which the NAM sampling frequency was increased to annually. The collection of groundwater samples from monitor well OW-3i was added to the sampling plan with the issuance of the 2013 work order.

The FDEP subsequently issued Purchase Order (PO) AAE288 under the new Petroleum Restoration Program (PRP) to S&ME on August 18, 2014, to prepare a site-specific Health and Safety Plan (HASP), obtain a site access agreement from the property owner, and perform semiannual NAM groundwater

sampling for one year at the site. The results for both of the semiannual sampling and analysis events conducted under PO AAE288 were summarized in a report dated July 27, 2015.

Purchase Order AD7708 was issued to perform semiannual NAM groundwater sampling during the remainder of 2015 and part of 2016. Purchase Order B03F8D was issued to S&ME on December 21, 2016, to continue the semiannual NAM groundwater sampling for one year at the site. The collection of groundwater samples from monitor wells MW-13i and MW-16d were deleted from the sampling under the current Purchase Order. The results for the first semiannual sampling and analysis event conducted under the current Purchase Order are summarized herein.

2.0 Methodology

2.1 Groundwater Elevation Survey

S&ME measured the depth to water (DTW) in three intermediate surficial aquifer monitor wells (MW-12i, MW-15i, and OW-3i) on June 13, 2017, using a Slope®water level indicator. The depth-to-water measurements were subtracted from the top of casing elevations to determine a groundwater level elevation at each well location. The top of casing (TOC) elevations used in the calculations were based on National Geodetic Vertical Datum (NGVD) 29 as noted on a survey completed by Buchheit Associates, Inc. Surveyors & Mappers in 2006. Lines of equal groundwater elevation were interpolated between the three measured points to generate a groundwater contour map.

2.2 Groundwater Sampling

Groundwater samples were collected from monitor wells MW-12i, MW-15i, and OW-3i during the first semiannual sampling event on June 13, 2017. The groundwater samples were collected in general accordance with procedures contained in the FDEP's Standard Operating Procedures Manual (DEP-SOP-001/01, updated March 2014). The samples were transmitted to Accutest for analysis. The groundwater samples collected from monitor wells MW-12i, MW-15i, and OW-3i were analyzed for benzene, toluene, ethylbenzene, total xylenes and methyl tert-butyl ether (BTEX/MTBE) using U.S. Environmental Protection Agency (EPA) Method 8260B and for polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270D.

The pH, specific conductivity, temperature, dissolved oxygen, turbidity, and oxidation reduction potential (ORP) for each sample were measured and recorded in the field at the time of sample collection. Copies of the groundwater sampling and equipment calibration records are included in **Appendix II**. Copies of the field memorandum forms are provided in **Appendix III**.

3.0 Results

3.1 Groundwater Elevation and Flow Direction Data

While measuring the depth to the groundwater in monitor wells MW-12i, MW-15i, and OW-3i during the June 2017 sampling event, S&ME assessed the integrity of the wells. The wells did not appear to be tampered with nor to be damaged.

The direction of groundwater flow inferred from the groundwater contour map is generally towards the southeast. The groundwater elevation from monitor well OW-3i was not used in contouring because the depth to groundwater at monitor well OW-3i is not consistent with the pattern of groundwater elevations observed in past sampling events. The groundwater elevation at well OW-3i is typically within 0.1 feet of the groundwater elevation at well MW-12i. During this sampling event, the groundwater elevation at well OW-3i was one foot higher than the groundwater elevation at well MW-12i and is considered anomalous. The flow direction using the groundwater elevation measured in the remaining two wells is generally consistent with the groundwater flow direction reported in previous NAM reports. **Table 1** in **Appendix IV** presents the current and historical groundwater elevation data. Figures are provided in **Appendix I**. The monitor well locations and other site features are illustrated on **Figure 1**. **Figure 2** provides the groundwater elevations and groundwater contours based on the depth to water measurements recorded on June 13, 2017.

3.2 Groundwater Quality Data

The current and historical groundwater analytical data are summarized in **Table 2** in **Appendix IV**. Several PAH concentrations that are not presented in the historical groundwater analytical table were detected in the groundwater samples collected during the June 2017 sampling event, but they did not exceed their GCTLs. These concentrations are summarized in **Table 3** in **Appendix IV**. A drawing showing the spatial distribution of the water quality results on a site map is included as **Figure 3** in **Appendix I**. The results of samples collected from wells MW-13i and MW-16d, which were sampled for the prior NAM events, are also included for reference. The laboratory report of the analytical results is provided in **Appendix V**. The following is a summary of the June 2017 groundwater sampling results:

- The concentrations of MTBE in all of the samples were reported to be less than the laboratory's Method Detection Limit (MDL) for the data collected during the June 2017 sampling event.

- The concentrations of 1-methylnaphthalene (41.3 micrograms per liter (µg/l)) and 2-methylnaphthalene (76.9 µg/l) in the groundwater sample collected from well MW-12i during the June 2017 event exceeded the GCTLs of 28 µg/l. Concentrations of benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene in the groundwater sample collected from well MW-12i during the June 2017 event also exceeded their respective GCTLs. The BTEX concentrations in this sample were all below the laboratory's method detection levels (MDLs) or their respective GCTL.

- The concentrations of benzo(a)anthracene (0.16 µg/l), benzo(b)fluoranthene (0.15 I µg/l), dibenz(a,h)anthracene (0.12 I µg/l), and indeno(1,2,3-cd)pyrene (0.14 I µg/l), in the groundwater sample collected from well MW-15i during the June 2017 event exceeded their respective GCTLs. The reported benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene concentrations were above the laboratory's MDL but less than the laboratory's practical quantitation limit (PQL). As a result, the concentrations are considered to be estimated concentrations and are flagged with "I" qualifier. The BTEX concentrations in this sample were all below the laboratory's MDLs or their respective GCTL.

- All of the BTEX and PAH concentrations in the groundwater sample collected from monitor well OW-3i were reported to be less than their respective GCTLs.

4.0 Summary and Recommendations

4.1 Summary

The concentrations of the parameters analyzed during the June 2017 groundwater sampling event were reported to be less than their respective GCTLs in all of the groundwater samples, with the exception of 1-methylnapthalene, 2-methylnapthalene, and benzo(a)pyrene in the sample collected from intermediate surficial aquifer monitor well MW-12i and benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene in the samples collected from intermediate surficial aquifer monitor wells MW-12i and MW-15i.

2-methylnaphthalene has been analyzed in groundwater samples collected from monitor well MW-12i during each of the 16 sampling events since January 2008, and has exceeded the GCTL during each sampling event with the exception of the event conducted in March 2012. Concentrations of 2-methylnaphthalene have generally fluctuated between 35 µg/l to 89 µg/l during this time period.

This is the first NAM sampling event under the PRP program that concentrations of benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3-cd)pyrene were reported to be above their respective GCTLs. During prior NAM sampling events under the PRP program, the concentrations of these parameters were below the laboratory's MDLs and were therefore not included in Table 2.

4.2 Recommendations

All concentrations remain less than the natural attenuation default levels; therefore, S&ME recommends continuation of NAM for the subject site. S&ME recommends continued groundwater quality sampling of monitor wells MW-12i, MW-15i, and OW-3i for analysis of BTEX/MTBE and PAHs on a semiannual basis.

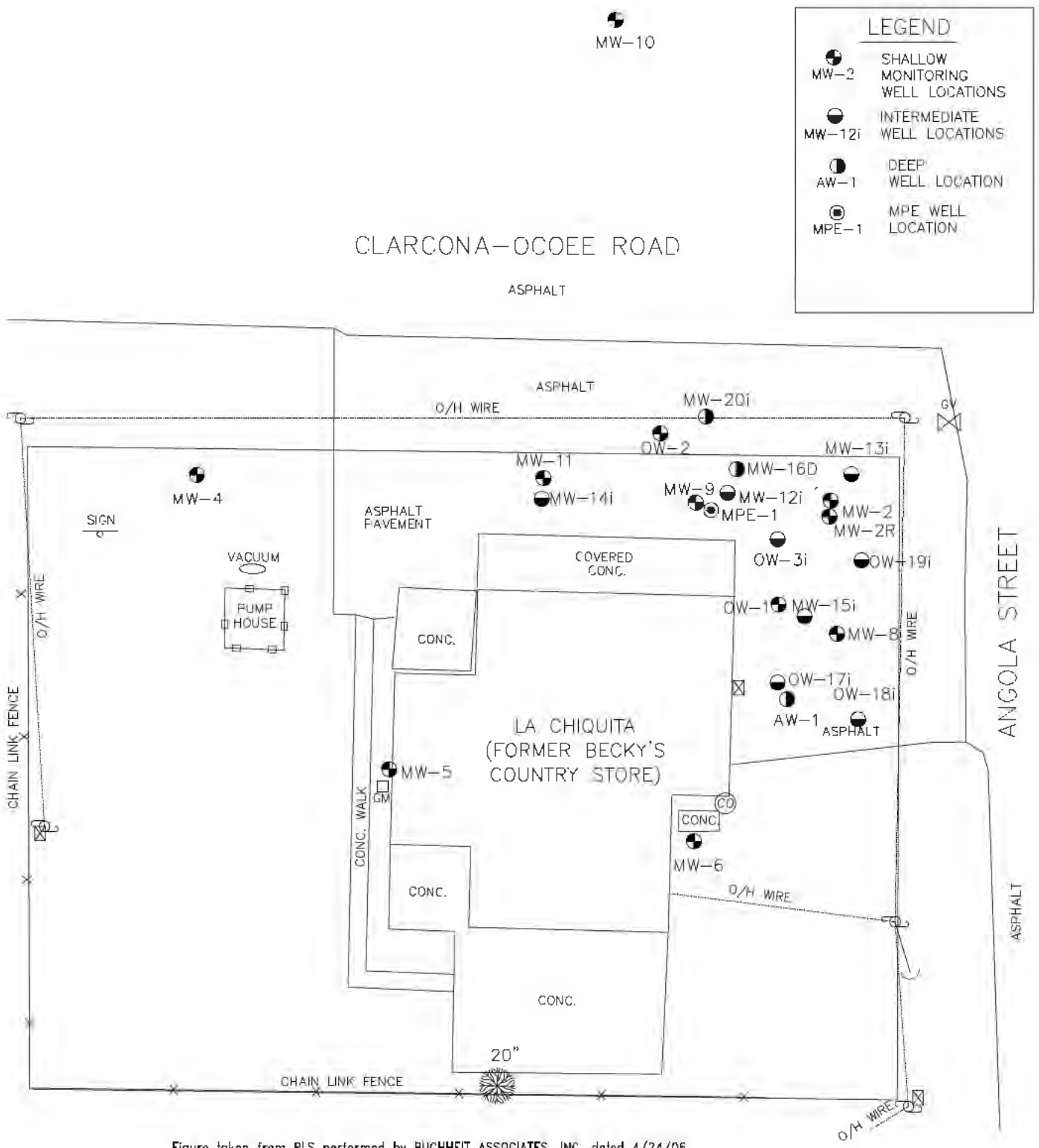


Figure taken from PLS performed by BUCHHEIT ASSOCIATES, INC. dated 4/24/06

SCALE:	AS SHOWN
APPROVED BY:	RB
DRAWN BY:	RC
DATE:	6/29/17

S&ME

SITE PLAN
FORMER BECKY'S COUNTRY STORE
10600 CLARCONA OCOEE ROAD
APOPKA, FLORIDA

JOB NO: 4484-17-004

FIGURE NO. 1

Figure 1 Site Plan 17-004.dwg

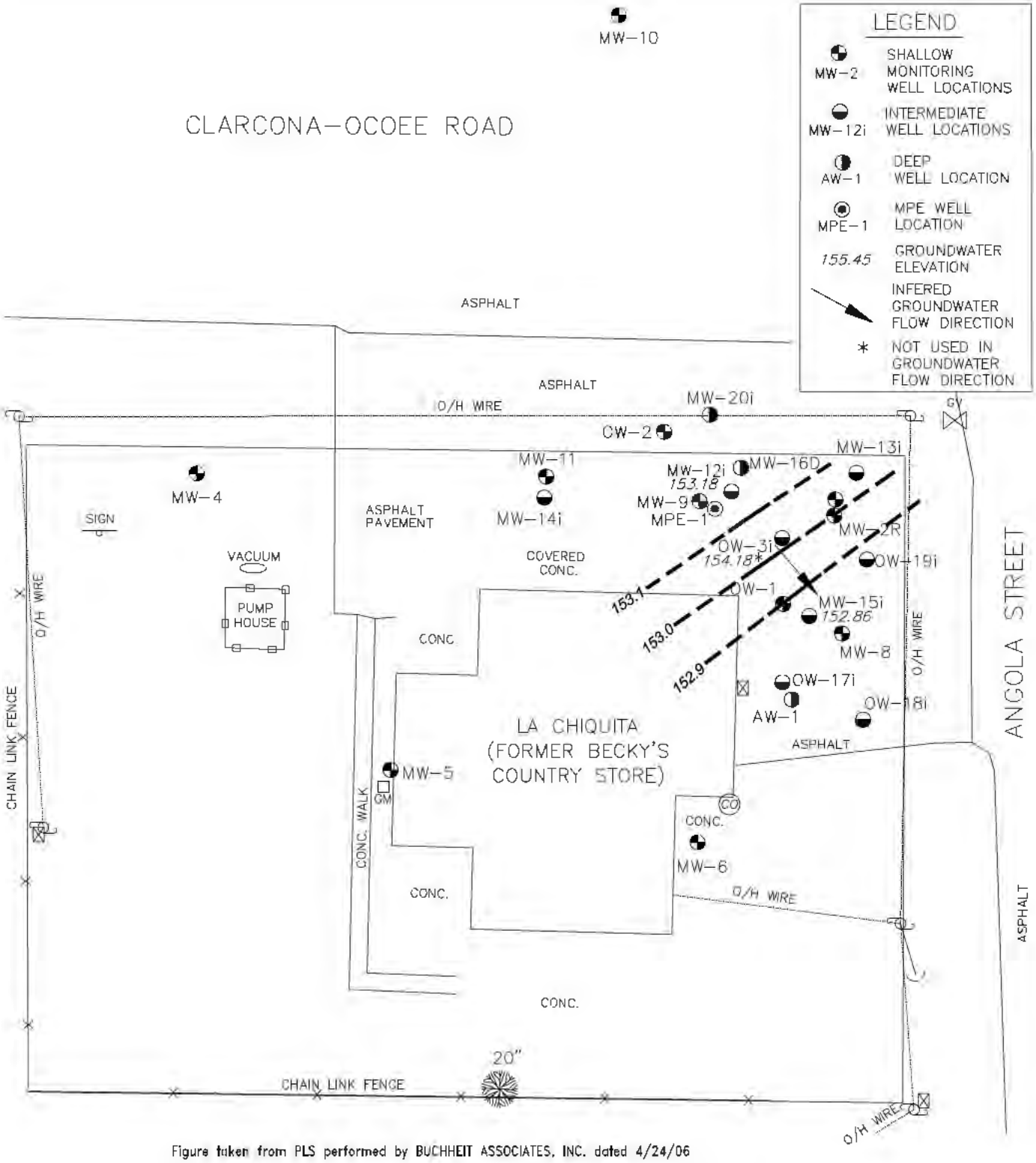


Figure taken from PLS performed by BUCHHEIT ASSOCIATES, INC. dated 4/24/06

SCALE:	AS SHOWN
APPROVED BY:	RB
DRAWN BY:	RC
DATE:	6/29/17

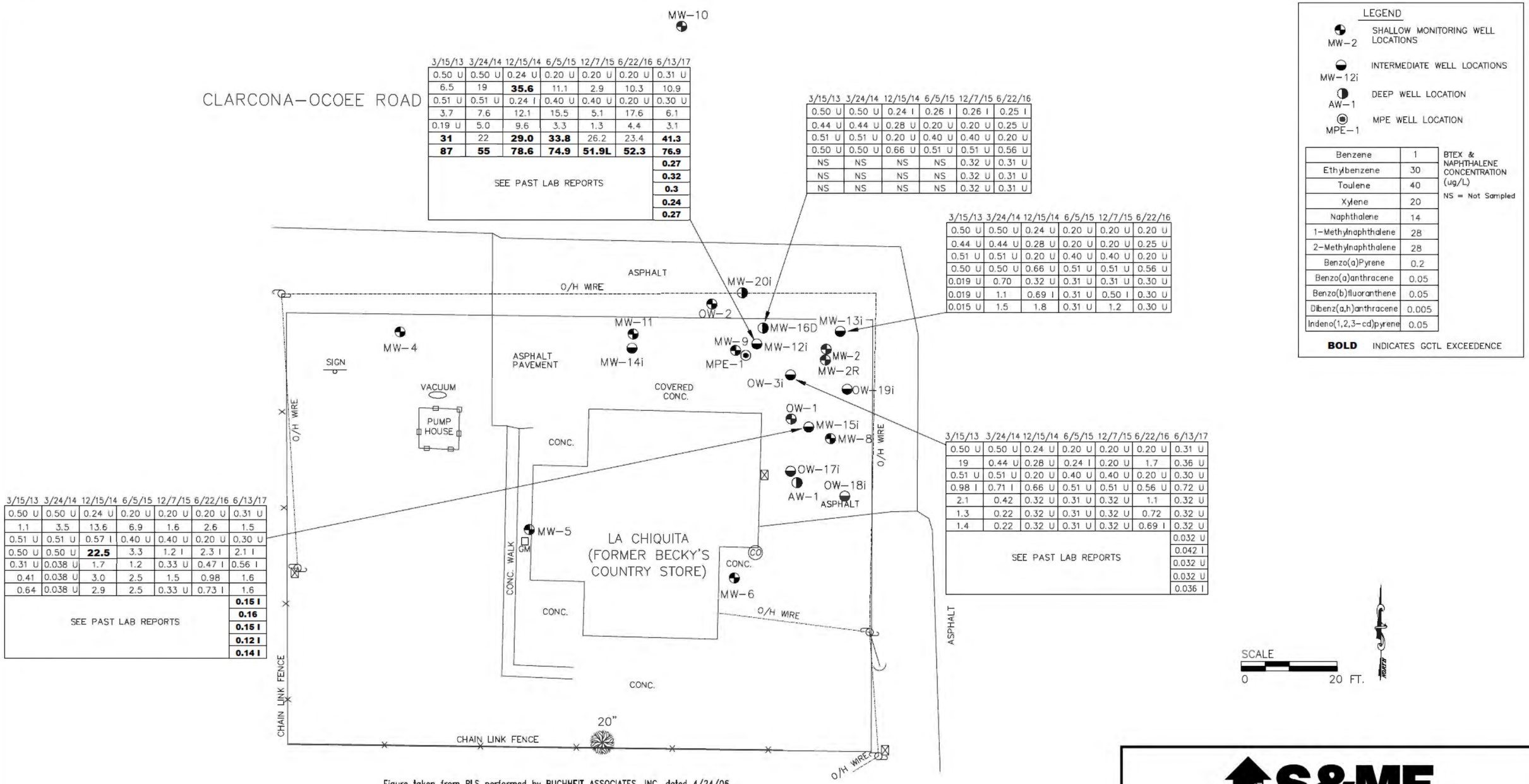
S&ME

INTERMEDIATE GROUNDWATER ELEVATIONS (6/13/17)
FORMER BECKY'S COUNTRY STORE
APOPKA, FLORIDA

JOB NO: 4484-17-004

FIGURE NO. 2

Figure 1 Site Plan 17-004.dwg



3/15/13	3/24/14	12/15/14	6/5/15	12/7/15	6/22/16	6/13/17
0.50 U	0.50 U	0.24 U	0.20 U	0.20 U	0.20 U	0.31 U
6.5	19	**35.6**	11.1	2.9	10.3	10.9
0.51 U	0.51 U	0.24 I	0.40 U	0.40 U	0.20 U	0.30 U
3.7	7.6	12.1	15.5	5.1	17.6	6.1
0.19 U	5.0	9.6	3.3	1.3	4.4	3.1
31	22	**29.0**	**33.8**	26.2	23.4	**41.3**
87	**55**	**78.6**	**74.9**	**51.9L**	**52.3**	**76.9**
						0.27
SEE PAST LAB REPORTS						**0.32**
						0.3
						0.24
						0.27

3/15/13	3/24/14	12/15/14	6/5/15	12/7/15	6/22/16
0.50 U	0.50 U	0.24 I	0.26 I	0.26 I	0.25 I
0.44 U	0.44 U	0.28 U	0.20 U	0.20 U	0.25 U
0.51 U	0.51 U	0.20 U	0.40 U	0.40 U	0.20 U
0.50 U	0.50 U	0.66 U	0.51 U	0.51 U	0.56 U
NS	NS	NS	NS	0.32 U	0.31 U
NS	NS	NS	NS	0.32 U	0.31 U
NS	NS	NS	NS	0.32 U	0.31 U

3/15/13	3/24/14	12/15/14	6/5/15	12/7/15	6/22/16
0.50 U	0.50 U	0.24 U	0.20 U	0.20 U	0.20 U
0.44 U	0.44 U	0.28 U	0.20 U	0.20 U	0.25 U
0.51 U	0.51 U	0.20 U	0.40 U	0.40 U	0.20 U
0.50 U	0.50 U	0.66 U	0.51 U	0.51 U	0.56 U
0.019 U	0.70	0.32 U	0.31 U	0.31 U	0.30 U
0.019 U	1.1	0.69 I	0.31 U	0.50 I	0.30 U
0.015 U	1.5	1.8	0.31 U	1.2	0.30 U

3/15/13	3/24/14	12/15/14	6/5/15	12/7/15	6/22/16	6/13/17
0.50 U	0.50 U	0.24 U	0.20 U	0.20 U	0.20 U	0.31 U
19	0.44 U	0.28 U	0.24 I	0.20 U	1.7	0.36 U
0.51 U	0.51 U	0.20 U	0.40 U	0.40 U	0.20 U	0.30 U
0.98 I	0.71 I	0.66 U	0.51 U	0.51 U	0.56 U	0.72 U
2.1	0.42	0.32 U	0.31 U	0.32 U	1.1	0.32 U
1.3	0.22	0.32 U	0.31 U	0.32 U	0.72	0.32 U
1.4	0.22	0.32 U	0.31 U	0.32 U	0.69 I	0.32 U
						0.032 U
SEE PAST LAB REPORTS						0.042 I
						0.032 U
						0.032 U
						0.036 I

3/15/13	3/24/14	12/15/14	6/5/15	12/7/15	6/22/16	6/13/17
0.50 U	0.50 U	0.24 U	0.20 U	0.20 U	0.20 U	0.31 U
1.1	3.5	13.6	6.9	1.6	2.6	1.5
0.51 U	0.51 U	0.57 I	0.40 U	0.40 U	0.20 U	0.30 U
0.50 U	0.50 U	**22.5**	3.3	1.2 I	2.3 I	2.1 I
0.31 U	0.038 U	1.7	1.2	0.33 U	0.47 I	0.56 I
0.41	0.038 U	3.0	2.5	1.5	0.98	1.6
0.64	0.038 U	2.9	2.5	0.33 U	0.73 I	1.6
						0.15 I
SEE PAST LAB REPORTS						**0.16**
						0.15 I
						0.12 I
						0.14 I

LEGEND

MW-2 SHALLOW MONITORING WELL LOCATIONS

MW-12i INTERMEDIATE WELL LOCATIONS

AW-1 DEEP WELL LOCATION

MPE-1 MPE WELL LOCATION

Benzene	1
Ethylbenzene	30
Toulene	40
Xylene	20
Naphthalene	14
1-Methylnaphthalene	28
2-Methylnaphthalene	28
Benzo(a)Pyrene	0.2
Benzo(a)anthracene	0.05
Benzo(b)fluoranthene	0.05
Dibenz(a,h)anthracene	0.005
Indeno(1,2,3-cd)pyrene	0.05

BTEX & NAPHTHALENE CONCENTRATION (ug/L)

NS = Not Sampled

BOLD INDICATES GCTL EXCEEDENCE

SCALE 0 20 FT.

NORTH

Figure taken from PLS performed by BUCHHEIT ASSOCIATES, INC. dated 4/24/06

S&ME

GROUNDWATER QUALITY
(6/13/17)
FORMER BECKY'S COUNTRY STORE
APOPKA, FLORIDA

SCALE: AS SHOWN	DRAWN BY: RC	APPROVED BY: RB
PROJECT NO. 4484-17-004	DATE: 6/29/17	FIGURE NO. 3

Figure 3 GWQ 061317.dwg

TABLE 1: GROUNDWATER ELEVATION TABLE

Facility Name: Former Becky's Country Store
Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

All measurements = Feet
No data = Blank
NM = Not Measured

WELL NO.	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6
DIAMETER	2"	2"	2"	2"	2"	2"
WELL DEPTH	18'	18'	18'	18'	16'	16'
SCREEN LENGTH	10'	10'	10'	10'	10'	10'
TOC ELEVATION	97.22	164.60	NM	164.28	164.99	164.87

DATE	MW-1 ELEV	MW-1 DTW	MW-1 FP	MW-2 ELEV	MW-2 DTW	MW-2 FP	MW-3 ELEV	MW-3 DTW	MW-3 FP	MW-4 ELEV	MW-4 DTW	MW-4 FP	MW-5 ELEV	MW-5 DTW	MW-5 FP	MW-6 ELEV	MW-6 DTW	MW-6 FP
1/30/1991	86.65	10.57	--	153.66	10.94	--	86.78	11.38	--	152.40	11.88	--	-	NM	--	-	NM	--
5/2/1991	-	NM	--	-	NM	--	-	NM	--	-	NM	--	158.95	6.04	--	157.97	6.90	--
7/29/2004	Well Damaged			155.67	8.93	--	Not Located			Not Located			158.55	6.44	--	158.62	6.25	--
12/3/2004	Well Damaged			160.53	4.07	--	Not Located			160.67	3.61	--	161.48	3.51	--	160.74	4.13	--
6/27/2005	Well Damaged			161.35	3.25	--	Not Located			161.53	2.75	--	162.27	2.72	--	161.52	3.35	--
6/29/2005	Well Damaged			--	NM	--	Not Located			162.61	1.67	--	163.34	1.65	--	162.46	2.41	--
3/31/2006										159.07	5.21	--	159.84	5.15	--	159.14	5.73	--
10/3/2006																		
4/23/2007	89.70	7.52	--	157.48	7.12	--	Not Located			Not Located			Not Located			157.62	7.25	--
5/18/2007	Not Located			157.13	7.47	--	Not Located			Not Located			Not Located			157.51	7.36	--
6/27/2007	Not Located			157.35	7.25	--	Not Located			Not Located			Not Located			157.67	7.20	--
7/18/2007	Not Located			158.07	6.53	--	Not Located			Not Located			158.92	6.07		158.28	6.59	--

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Priority Score: 55

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No data = Blank
NM = Not Measured

WELL NO.	MW-7	AW-1	MW-8	MW-9	MW-10	MW-11
DIAMETER	2"	2"	2"	2"	2"	2"
WELL DEPTH	16'	39'	12'	12'	12'	12'
SCREEN LENGTH	10'	5'	10'	10'	10'	10'
TOC ELEVATION	Unknown	164.83	164.56	164.45	164.49	164.57

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
1/30/1991	-	NM	--															
5/2/1991	unknown	7.00	--															
7/29/2004	Not Located			156.73	8.10	--												
12/3/2004	Not Located			158.07	6.76	--	160.58	3.98	--	160.54	3.91	--						
6/27/2005	Not Located			158.19	6.64	--	161.38	3.18	--	161.36	3.09	--	161.39	3.10	--	161.37	3.20	--
6/29/2005	Not Located			158.74	6.09	--	162.30	2.26	--	162.36	2.09	--	162.59	1.90	--	163.42	1.15	--
3/31/2006	Not Located			156.94	7.89	--	158.77	5.79	--	158.70	5.75	--	158.99	5.50	--	158.90	5.67	--
10/3/2006	Not Located			157.04	7.79	--				159.55	4.90	--						
4/23/2007	Not Located			154.31	10.52	--	157.50	7.06	--	157.38	7.07	--	157.62	6.87	--	157.43	7.14	--
5/18/2007	Not Located			154.03	10.80	--	Car Parked Over Well			157.05	7.40	--	157.29	7.20	--	157.07	7.50	--
6/27/2007	Not Located			154.37	10.46	--	157.45	7.11	--	157.27	7.18	--	157.48	7.01	--	157.29	7.28	--
7/18/2007	Not Located			154.99	9.84	--	158.14	6.42	--	157.98	6.47	--	158.18	6.31	--	158.03	6.54	--
1/9/2008	Not Located			153.69	11.14	--				156.72	7.73	--						

TABLE 1: GROUNDWATER ELEVATION TABLE

Facility Name: Former Becky's Country Store
Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

All measurements = Feet
No data = Blank
NM = Not Measured

WELL NO.	MW-12i	MW-13i	MW-14i	MW-15i	MW-16D	MW-17i
DIAMETER	2"	2"	2"	2"	2"	2"
WELL DEPTH	27'	26.29'	26.99'	26.95'	41.65'	27'
SCREEN LENGTH	5'	21.29 - 26.29'	21.99 - 26.99'	21.95 - 26.95'	36.65 - 41.65'	21 - 26'
TOC ELEVATION	164.67	164.48	164.64	164.75	164.52	164.82

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
1/30/1991																		
5/2/1991																		
7/29/2004																		
12/3/2004																		
6/27/2005	158.63	6.04																
6/29/2005	159.63	5.04																
3/31/2006	157.28	7.39		157.12	7.36		157.07	7.57		157.02	7.73	--	154.98	9.54		157.13	7.69	
10/3/2006	157.06	7.61								157.19	7.56	--	153.52	11.00				
4/23/2007	155.08	9.59		154.90	9.58		155.03	9.61		154.83	9.92	--	152.22	12.30		155.06	9.76	
5/18/2007	154.68	9.99		154.57	9.91		157.14	7.50		154.35	10.40	--	153.12	11.40		154.62	10.20	
6/27/2007	154.89	9.78		154.76	9.72		154.85	9.79		154.66	10.09	--	151.57	12.95		154.80	10.02	
7/18/2007	155.52	9.15		155.36	9.12		155.46	9.18		155.27	9.48	--	151.79	12.73		155.43	9.39	
1/9/2008	154.36	10.31								154.16	10.59	--	151.23	13.29				
7/2/2008	155.08	9.59		154.94	9.54					154.84	9.91	--	151.29	13.23				
9/30/2008	158.66	6.01		158.54	5.94					158.41	6.34		154.57	9.95				
9/8/2011	154.76	9.91		154.61	9.87					154.52	10.23		151.55	12.97				
12/2/2011	`	10.45		154.08	10.40					153.99	10.76		151.05	13.47				
3/8/2012	152.32	12.35		152.18	12.30					152.11	12.64		149.20	15.32				
6/5/2012	151.25	13.42		151.14	13.34					151.04	13.71		148.26	16.26				
9/20/2012	156.41	8.26		156.28	8.20					156.19	8.56		153.00	11.52				
12/13/2012	154.71	9.96		154.57	9.91					154.50	10.25		151.75	12.77				
3/15/2013	153.22	11.45		153.04	11.44					152.97	11.78		153.10	11.42				
3/24/2014	153.83	10.84		153.71	10.77					153.60	11.15		150.66	13.86				
12/15/2014	155.45	9.22		155.32	9.16					155.23	9.52		152.00	12.52				
6/5/2015	153.64	11.03		153.51	10.97					153.41	11.34		150.49	14.03				
12/7/2015	155.03	9.64		154.86	9.62					154.77	9.98		151.66	12.86				
6/22/2016	154.50	10.17		154.35	10.13					154.25	10.50		151.22	13.30				
6/13/2017	153.18	11.49								152.86	11.89							

TABLE 1: GROUNDWATER ELEVATION TABLE

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Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

All measurements = Feet
No data = Blank
NM = Not Measured

WELL NO.	MW-18i	MW-19i	MW-20i	OW-1	OW-2	OW-3i
DIAMETER	2"	2"	2"	2"	2"	2"
WELL DEPTH	26'	26'	26'	17'	17'	26'
SCREEN LENGTH	21 - 26'	21 - 26'	21 - 26'	2 - 17'	2 - 17'	21 - 26'
TOC ELEVATION	164.79	164.56	164.67	164.79	164.61	164.63

DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
3/31/2006	156.99	7.80	--	157.04	7.52	--				158.77	6.02	--				157.21	7.42	--
10/3/2006																157.10	7.53	--
4/23/2007	155.23	9.56	--	154.85	9.71	--	155.41	9.26	--	157.41	7.38	--	157.33	7.28	--	154.96	9.67	--
5/18/2007	154.90	9.89	--	154.46	10.10	--	154.97	9.70	--	157.09	7.70	--	157.01	7.60	--	154.53	10.10	--
6/27/2007	155.04	9.75	--	154.69	9.87	--	155.21	9.46	--	157.31	7.48	--	157.20	7.41	--	155.16	9.47	--
7/18/2007	155.63	9.16	--	155.29	9.27	--	155.89	8.78	--	158.03	6.76	--	157.94	6.67	--	155.81	8.82	--
1/9/2008													156.66	7.95	--	155.20	9.43	--
3/15/2013																153.35	11.28	--
3/24/2014																153.82	10.81	--
12/15/2014																155.45	9.18	--
6/5/2015																153.72	10.91	--
12/7/2015																155.07	9.56	--
6/22/2016																154.38	10.25	--
6/13/2017																154.18	10.45	--

WELL NO.	MPE-1	MW-2R
DIAMETER	4"	2"
WELL DEPTH	30'	11.95'
SCREEN LENGTH	3 - 30'	1.95 - 11.95'
TOC ELEVATION	164.78	164.65

DATE	ELEV	DTW	FP	ELEV	DTW	FP
3/31/2006	158.00	6.78	--	158.86	5.79	--
10/3/2006						
4/23/2007	157.26	7.52	--	157.46	7.19	--
5/18/2007	147.27	9.99	--	157.08	7.57	--
6/27/2007	139.63	7.64	--	157.36	7.29	--
7/18/2007	132.76	6.87	--	158.07	6.58	--

TABLE 2: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

Facility Name: Former Becky's Country Store
Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

The qualifier "I" denotes value between lab detection limit and lab PQL
Analytical results in ug/L except where noted (*) then in mg/L
Not Analyzed = NA
BDL-Below Detection Limits, from 1991 CAR
No data = blank
J3 = Est. value; value may not be accurate. Spike recovery or RPD outside of criteria.
U = Result is less than lab's Method Detection Limit (MDL)
L = Value exceeds calibration range
18 = Bolded values indicate exceedance of GCTL
(a) Result is from Run #2

Sample Location	Date	Benzene	Ethly-benzene	Toluene	Total Xylenes	Total BTEX	MTBE	EDB	Lead	TRPH*	Acenaphthene	Fluorene	Naphthalene	1-methyl naphthalene	2-methyl naphthalene	Phenanthrene	Benzo(a) pyrene	Benzo(a) anthracene	Benzo(b) fluoranthene	Dibenz(a,h) anthracene	Indeno(1,2,3-cd)pyrene
GWCTL's		1	30	40	20		20	0.02	15	5	20	280	14	28	28	210	0.2	0.05	0.05	0.005	0.05
MW-1	1/22/1991	BDL	BDL	BDL	BDL	-	BDL	BDL	BDL												
	7/29/2004	Well Damaged																			
MW-2	1/22/1991	BDL	BDL	BDL	BDL	-	BDL	BDL	BDL												
	7/29/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
	6/27/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	NS			<0.071	<0.073	<0.054						
MW-2R	10/31/2005	<0.27	<0.44	<0.51	<0.30	-	<0.44	NS	NS	<0.10			<0.071	<0.073	<0.054						
	3/31/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
MW-3	1/22/1991	BDL	**228**	**506**	**3010**	3744	BDL	BDL	BDL												
	7/29/2004	Not Located																			
MW-4	1/22/1991	BDL	BDL	BDL	BDL	-	BDL	BDL	BDL												
	7/29/2004	Not Located																			
	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	6.0												
	6/29/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	NS			NS	NS	NS						
MW-5	5/2/1999	BDL	BDL	BDL	BDL	-	BDL	NA	NA												
	7/29/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
MW-6	5/2/1999	BDL	BDL	BDL	BDL	-	BDL	NA	NA												
	7/29/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	<3												
MW-7	5/2/1999	BDL	BDL	BDL	BDL	-	BDL	NA	NA												
	7/29/2004	Not Located																			
MW-8	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	7.0												
	6/27/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	NS			0.078 I	<0.073	<0.054						
	3/31/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														

TABLE 2: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

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(a) Result is from Run #2

Sample Location	Date	Benzene	Ethly-benzene	Toluene	Total Xylenes	Total BTEX	MTBE	EDB	Lead	TRPH*	Acenaphthene	Fluorene	Naphthalene	1-methyl naphthalene	2-methyl naphthalene	Phenanthrene	Benzo(a) pyrene	Benzo(a) anthracene	Benzo(b) fluoranthene	Dibenz(a,h) anthracene	Indeno(1,2,3-cd)pyrene
GWCTL's		1	30	40	20		20	0.02	15	5	20	280	14	28	28	210	0.2	0.05	0.05	0.005	0.05
MW-9	12/3/2004	<5.0	<5.0	<5.0	**1300**	1300	<5.0	<0.01	12												
	6/27/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	0.31			2.0	2.1	3.2						
	4/4/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
	10/3/2006	<0.50	<0.44	<0.51	<0.50	-	<0.44														
	4/16/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44														
	7/31/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50	<0.50						
	1/9/2008	<0.50	<0.44	<0.51	<0.50	-	<0.44														
MW-10	6/29/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	<0.10			<0.071	<0.073	<0.054						
	4/3/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
MW-11	6/27/2005	<0.27	<0.44	<0.51	<0.90	-	<0.44	NS	NS	<0.10			<0.071	<0.073	<0.054						
	4/3/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
MW-12i	6/7/2005	<0.27	**300**	**190**	**1800**	2290	<0.44	NS	NS	**6.9**			**110**	**46**	**82**						
	4/4/2006	<0.27	13	17	**170**	200	<0.44						**18**	16	**34**						
	10/3/2006	<0.50	<0.44	<0.51	<0.50	-	<0.44						0.25 I	<0.50	1.0 I						
	4/16/2007	<0.50	2.7	0.66 I	15	18.36	<0.44														
	7/31/2007	<0.50	<0.44	<0.51	0.97 I	0.97	<0.44						<0.25	10							
	1/9/2008	<0.50	15	<0.51	60	75	<0.44						11	26	**68**						
	7/2/2008	<25	**38 I**	<26	**74 I**	112	<22						8.3	19	**63**						
	9/30/2008	<0.50	2.4	<0.51	3.8	6.2	<0.44						1.8 I	17	**53**						
	9/8/2011	0.50 U	4.3	0.51 U	16	20.3	0.44 U						10	**38**	**89**						
	12/2/2011	0.50 U	24	0.80 I	**85**	109.8 I	0.44 U						3.7	24	**68**						
	3/8/2012	0.50 U	11	0.52 I	9.6	21.62 I	0.44 U						1.3 I	13	24						
	6/5/2012	**2.0 U**	18	2.1 I	**40**	60.1 I	1.8 U						1.2 I	12	**40**						
	9/20/2012	0.50 U	4.8	0.51 U	6.9	11.7	0.44 U						1.3 I J3	16	**41 J3**						
	12/13/2012	0.50 U	8.8	0.51 U	6.5	15.3	0.44 U						1.1 I	13	**35**						
	3/15/2013	0.50U	6.5	0.51U	3.7	10.2	0.44U	NA	NA	NA	0.28I	0.45I	0.19U	**31**	**87**						
	3/24/2014	0.50U	19	0.51U	7.6	26.6	0.44U	NA	NA	NA	0.47	0.40	5.0	22	**55**						
	12/15/2014	0.24 U	**35.6**	0.24 I	12.1	47.94 I	0.20 U	NA	NA	NA	0.57 I	0.43 I	9.6	**29.0**	**78.6**	0.25 I					
	6/5/2015	0.20 U	11.1	0.40 U	15.5	26.6	0.30 U	NA	NA	NA	0.67 I	0.49 I	3.3	**33.8**	**74.9**[(a)]	0.30 I					
	12/7/2015	0.20 U	2.9	0.40 U	5.1	8.0	0.30 U	NA	NA	NA	0.65 I	0.47 I	1.3	26.2	**51.9 L**	0.24 I					
	6/22/2016	0.20 U	10.3	0.20 U	17.6	27.9	0.20 U	NA	NA	NA	0.49 I	0.36 I	4.4	23.4	**52.3**[(a)]	0.21 I					
	6/13/2017	0.31 U	10.9	0.30 U	6.1	17.0	0.23 U	NA	NA	NA	0.68 I	0.57 I	3.1	**41.3**	**76.9**	0.87	**0.27**	**0.32**	**0.30**	**0.24**	**0.27**

TABLE 2: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

Facility Name: Former Becky's Country Store
Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

The qualifier "I" denotes value between lab detection limit and lab PQL
Analytical results in ug/L except where noted (*) then in mg/L
Not Analyzed = NA
BDL-Below Detection Limits, from 1991 CAR
No data = blank
J3 = Est. value; value may not be accurate. Spike recovery or RPD outside of criteria.
U = Result is less than lab's Method Detection Limit (MDL)
L = Value exceeds calibration range
18 = Bolded values indicate exceedance of GCTL
(a) Result is from Run #2

Sample Location	Date	Benzene	Ethly-benzene	Toluene	Total Xylenes	Total BTEX	MTBE	EDB	Lead	TRPH*	Acenaphthene	Fluorene	Naphthalene	1-methyl naphthalene	2-methyl naphthalene	Phenanthrene	Benzo(a) pyrene	Benzo(a) anthracene	Benzo(b) fluoranthene	Dibenz(a,h) anthracene	Indeno(1,2,3-cd)pyrene
GWCTL's		1	30	40	20		20	0.02	15	5	20	280	14	28	28	210	0.2	0.05	0.05	0.005	0.05
MW-13i	10/31/2005	<0.27	<0.44	<0.51	<0.30	-	<0.44	NS	NS	<0.10			0.11	<0.073	0.055						
	3/31/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
	7/2/2008	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.26	<0.52	<0.52						
	9/30/2008	<0.50	2.4	<0.51	3.8	6.2	<0.44						<0.25 J3	<0.50	<0.50						
	9/8/2011	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	12/2/2011	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	3/8/2012	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	6/5/2012	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	9/20/2012	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	12/13/2012	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	3/15/2013	0.50U	0.44U	0.51U	0.50U	-	0.44U				0.019U	0.019U	0.019U	0.019U	0.015U						
	3/24/2014	0.50U	0.44U	0.51U	0.50U	-	0.44U				0.038U	0.038U	0.70	1.1	1.5						
	12/15/2014	0.24 U	0.28 U	0.20 U	0.66 U	-	0.20 U	NA	NA	NA	0.32 U	0.32 U	0.32 U	0.69 I	1.8	0.20 U					
	6/5/2015	0.20 U	0.20 U	0.40 U	0.51 U	-	0.30 U	NA	NA	NA	0.31 U	0.19 U	0.31 U	0.31 U	0.31 U	0.19 U					
	12/7/2015	0.20 U	0.20 U	0.40 U	0.51 U	-	0.30 U	NA	NA	NA	0.31 U	0.19 U	0.31 U	0.50 I	1.2	0.19 U					
	6/22/2016	0.20 U	0.25 U	0.20 U	0.56 U	-	0.20 U	NA	NA	NA	0.30 U	0.19 U	0.30 U	0.30 U	0.30 U	0.19 U					
MW-14i	10/31/2005	<0.27	<0.44	<0.51	3.2	3.2	<0.44	NS	NS	<0.10			<0.071	<0.073	<0.054						
	4/3/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44														
MW-15i	10/31/2005	<0.27	**39**	2.1	**83**	124	<0.44	NS	NS	0.88			0.66	6.8	6.7						
	4/3/2006	<0.27	**42**	4.5	**160**	206.5	<0.44						0.88 I	1.2	0.99 I						
	10/3/2006	<0.50	2.4	<0.51	10	10	<0.44														
	4/16/2007	<0.50	23	0.81 I	**48**	71.81	<0.44														
	7/31/2007	<0.50	**34**	<0.51	**33**	68.01	<0.44						7.7	3.3	5.5						
	1/9/2008	<0.50	**18**	<0.51	0.65 I	18.65	<0.44														
	7/2/2008	<0.50	2.0	<0.51	0.85 I	2.85	<0.44						0.91 I	1.2 I	1.9 I						
	9/30/2008	<0.50	28	0.59 I	**72**	101	<0.44						9.0	11	24						
	11/12/2008	<0.50	6.9	<0.51	**21**	27.9	<0.44														
	9/8/2011	0.50 U	12	0.79 I	**26**	38.79 I	0.44 U														
	12/2/2011	0.50 U	13	0.70 I	**26**	39.7 I	0.44 U														
	3/8/2012	0.50 U	1.7	0.51 U	0.50 U	3.27	0.44 U														
	6/5/2012	0.50 U	3.0	0.51 U	1.8 I	4.8 I	0.44 U														
	9/20/2012	0.50 U	0.89 I	0.51 U	1.8 I	0.89 I	0.44 U														
	12/13/2012	0.50 U	0.44 U	0.51 U	0.50 U	--	0.44 U														
	3/15/2013	0.50U	1.1	0.51U	0.50U	1.1	0.44U	NA	NA	NA	0.019U	0.019U	0.31	0.41	0.64						
	3/24/2014	0.50U	3.5	0.51U	0.50U	3.5	0.44U	NA	NA	NA	0.038U	0.038U	0.038U	0.038U	0.038U						
	12/15/2014	0.24 U	13.6	0.57 I	**22.5**	36.67 I	0.20 U	NA	NA	NA	0.31 U	0.31 U	1.7	3.0	2.9	0.19 U					
	6/5/2015	0.20 U	6.9	0.40 U	3.3	10.2	0.30 U	NA	NA	NA	0.31 U	0.19 U	1.2	2.5	2.5	0.19 U					
	12/7/2015	0.20 U	1.6	0.40 U	1.2 I	2.8 I	0.30 U	NA	NA	NA	0.33 U	0.21 U	0.33 U	1.5	0.33 U	0.21 U					
	6/22/2016	0.20 U	2.6	0.20 U	2.3 I	4.9 I	0.20 U	NA	NA	NA	0.31 U	0.19 U	0.47 I	0.98	0.73 I	0.19 U					
	6/13/2017	0.31 U	1.5	0.30 U	2.1	3.6	0.23 U	NA	NA	NA	0.32 U	0.20 U	0.56 I	1.6	1.6	0.37 I	0.15 I	**0.16**	**0.15 I**	**0.12 I**	**0.14 I**

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Sample Location	Date	Benzene	Ethly-benzene	Toluene	Total Xylenes	Total BTEX	MTBE	EDB	Lead	TRPH*	Acenaphthene	Fluorene	Naphthalene	1-methyl naphthalene	2-methyl naphthalene	Phenanthrene	Benzo(a) pyrene	Benzo(a) anthracene	Benzo(b) fluoranthene	Dibenz(a,h) anthracene	Indeno(1,2,3-cd)pyrene
GWCTL's		1	30	40	20		20	0.02	15	5	20	280	14	28	28	210	0.2	0.05	0.05	0.005	0.05
MW-16D	10/31/2005	<0.27	<0.44	<0.51	1.5	1.5	<0.44	NS	NS	0.24			0.18	0.92	2.1						
	4/4/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44						<0.094	<0.074	<0.21						
	10/3/2006	<0.50	<0.44	<0.51	<0.50	-	<0.44														
	4/16/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44														
	7/31/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50	<0.50						
	1/9/2008	0.63 I	<0.44	<0.51	<0.50	0.63	<0.44														
	7/2/2008	0.57 I	<0.44	<0.51	<0.50	0.57	<0.44						<0.26	<0.52	<0.52						
	10/1/2008	0.71 I	<0.44	<0.51	<0.50	0.71 I	<0.44						<0.25	<0.50	<0.50						
	9/8/2011	0.50 U	0.44 U	0.51 U	0.50 U	-	0.44 U														
	12/2/2011	0.55 I	0.44 U	0.51 U	0.50 U	0.55 I	0.44 U														
	3/8/2012	0.50 U	0.44 U	0.51 U	0.50 U	--	0.44 U														
	6/5/2012	0.50 U	0.44 U	0.51 U	0.50 U	--	0.44 U														
	9/20/2012	0.50 U	0.44 U	0.51 U	0.50 U	--	0.44 U														
	12/13/2012	0.50 U	0.44 U	0.51 U	0.50 U	--	0.44 U														
	3/15/2013	0.50U	0.44U	0.51U	0.50U	-	0.44U	NA	NA	NA	NA	NA	NA	NA	NA						
	3/24/2014	0.50U	0.44U	0.51U	0.50U	-	0.44U	NA	NA	NA	NA	NA	NA	NA	NA						
	12/15/2014	0.24 I	0.28 U	0.20 U	0.66 U	0.24 I	0.20 U	NA	NA	NA	NA	NA	NA	NA	NA	NA					
	6/5/2015	0.26 I	0.20 U	0.40 U	0.51 U	0.26 I	0.30 U	NA	NA	NA	NA	NA	NA	NA	NA	NA					
	12/7/2015	0.26 I	0.20 U	0.40 U	0.51 U	0.26 I	0.30 U	NA	NA	NA	0.32 U	0.20 U	0.32 U	0.32 U	0.32 U	0.20 U					
	6/22/2016	0.25 I	0.25 U	0.20 U	0.56 U	0.25 I	0.20 U	NA	NA	NA	0.31 U	0.19 U	0.31 U	0.31 U	0.31 U	0.19 U					
MW-17i	4/3/2006	<0.27	1.7	<0.51	9.7	11.4	<0.44						1.5	3.3	6.0						
MW-18i	4/3/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44						<0.099	<0.073	<0.19						
MW-19i	3/31/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44						<0.21	<0.074	<0.20						
MW-20i	4/6/2006	<0.27	0.79 I	<0.51	4.6	5.39	<0.44						0.41 I	0.16 I	0.43 I						
OW-1	3/31/2006	<0.27	<0.44	<0.51	<0.30	-	<0.44						<0.81	2.9	7.8						
OW-2	4/6/2006	<0.27	17	2.9	**89**	108.9	<0.44						4.5	2.6	5.1						
	1/9/2008	<0.50	<0.44	<0.51	<0.50	-	<0.44														
OW-3i	3/31/2006	<0.27	9.2	2.9	**34**	46.1	<0.44														
	10/3/2006	<0.50	<0.44	<0.51	2.7	2.7	<0.44						0.29 I	9.7	**29**						
	4/16/2007	<0.50	1.5	<0.51	1.9 I	3.4	<0.44														
	7/31/2007	<0.50	<0.44	<0.51	<0.50	1.95	<0.44						<0.25	0.59 I	1.5 I						
	1/9/2008	<0.50	<0.44	<0.51	<0.50	1.95	<0.44														
	3/15/2013	0.50U	19	0.51U	0.98I	19.98	0.44U	NA	NA	NA	0.019U	0.019U	2.1	1.3	1.4						
	3/24/2014	0.50U	0.44U	0.51U	0.71I	1.15I	0.44U	NA	NA	NA	0.038U	0.038U	0.42	0.22	0.22						
	12/15/2014	0.24 U	0.28 U	0.20 U	0.66 U	-	0.20 U	NA	NA	NA	0.32 U	0.32 U	0.32 U	0.32 U	0.32 U	0.20 U					
	6/5/2015	0.20 U	0.24 I	0.40 U	0.51 U	0.24 I	0.30 U	NA	NA	NA	0.31 U	0.19 U	0.31 U	0.31 U	0.31 U	0.19 U					
	12/7/2015	0.20 U	0.20 U	0.40 U	0.51 U	-	0.30 U	NA	NA	NA	0.32 U	0.20 U	0.32 U	0.32 U	0.32 U	0.20 U					
	6/22/2016	0.20 U	1.7	0.20 U	0.56 U	1.7	0.20 U	NA	NA	NA	0.29 U	0.18 U	1.1	0.72	0.69 I	0.18 U					
	6/13/2017	0.31 U	0.36 U	0.30 U	0.72 U	-	0.23 U	NA	NA	NA	0.32 U	0.20 U	0.32 U	0.32 U	0.32 U	0.20 U	0.032 U	0.042 I	0.032 U	0.032 U	0.036 I

TABLE 2: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

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Facility Address: 10600 Clarcona Ocoee Road, Apopka, Orange County
FDEP #: 48-9045638
Priority Score: 55

The qualifier "I" denotes value between lab detection limit and lab PQL
Analytical results in ug/L except where noted (*) then in mg/L
Not Analyzed = NA
BDL-Below Detection Limits, from 1991 CAR
No data = blank
J3 = Est. value; value may not be accurate. Spike recovery or RPD outside of criteria.
U = Result is less than lab's Method Detection Limit (MDL)
L = Value exceeds calibration range
18 = Bolded values indicate exceedance of GCTL
(a) Result is from Run #2

Sample Location	Date	Benzene	Ethly-benzene	Toluene	Total Xylenes	Total BTEX	MTBE	EDB	Lead	TRPH*	Acenaphthene	Fluorene	Naphthalene	1-methyl naphthalene	2-methyl naphthalene	Phenanthrene	Benzo(a) pyrene	Benzo(a) anthracene	Benzo(b) fluoranthene	Dibenz(a,h) anthracene	Indeno(1,2,3-cd)pyrene
GWCTL's		1	30	40	20		20	0.02	15	5	20	280	14	28	28	210	0.2	0.05	0.05	0.005	0.05
MPE-1	4/3/2006	<0.27	0.91 I	<0.51	16	16.91	<0.44						2.2	6.9	17						
AW-1	7/22/1991	**85**	23	10	**174**	292	NA	NA	NA	NA			NA	NA	NA						
	7/29/2004	<1.0	21	<1.0	<1.0	21	<1.0	<0.01	<3												
	12/3/2004	<1.0	<1.0	<1.0	<1.0	-	<1.0	<0.01	4.0												
	4/3/2006	<0.27	**100**	13	**330**	443	<0.44														
	10/3/2006	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50	<0.50						
	4/16/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44														
	7/31/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50							
	1/9/2008	<0.50	<0.44	<0.51	<0.50	-	<0.44														
AW-2	9/23/1991	**10**	<1.0	<1.0	<1.0	10	NA	NA	NA	NA			NA	NA	NA						
Potable Well	4/16/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50	<0.50						
	7/31/2007	<0.50	<0.44	<0.51	<0.50	-	<0.44						<0.25	<0.50	<0.50						

TABLE 3: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - PAHs and TRPHs

Facility ID#: 489045638 **Facility Name: Becky's Country Store; 10600 Clarcona Ocoee Rd., Apopka, FL** **See notes at end of table.**

Sample Location	Sample Date	TRPHs (µg/L)	Naph-thalene (µg/L)	1-Methyl-naph-thalene (µg/L)	2-Methyl-naph-thalene (µg/L)	Acen-aph-thene (µg/L)	Acen-aph-thylene (µg/L)	Anthra-cene (µg/L)	Benzo (g,h,i) pery-lene (µg/L)	Fluoran-thene (µg/L)	Fluor-ene (µg/L)	Phenan-threne (µg/L)	Pyrene (µg/L)	Benzo (a) pyrene (µg/L)	Benzo (a) anthra-cene (µg/L)	Benzo (b) fluoran-thene (µg/L)	Benzo (k) fluoran-thene (µg/L)	Chry-sene (µg/L)	Dibenz (a,h) anthra-cene (µg/L)	Indeno (1,2,3-cd) pyrene (µg/L)
MW-12I	6/13/2017	-	3.1	**41.3**	**76.9**	0.68 I	0.32 U	0.3 I	0.25	0.87	0.57 I	0.87	0.86	**0.27**	**0.32**	**0.3**	0.32	0.31	**0.24**	**0.27**
MW-15I	6/13/2017	-	0.56 I	1.6	1.6	0.32 U	0.32 U	0.2 U	0.12 I	0.55 I	0.2 U	0.37 I	0.44 I	**0.15 I**	**0.16**	**0.15 I**	0.2	0.17	**0.12 I**	**0.14 I**
OW-3I	6/13/2017	-	0.32 U	0.32 U	0.32 U	0.32 U	0.32 U	0.2 U	0.036 I	0.2 U	0.2 U	0.2 U	0.2 U	0.032 U	0.042 I	0.032 U	0.045 I	0.046 I	0.032 U	0.036 I
GCTLs		5,000	14	28	28	20	210	2,100	210	280	280	210	210	0.2**	0.05[a]	0.05[a]	0.5	4.8	0.005[a]	0.05[a]
NADCs		50,000	140	280	280	200	2,100	21,000	2,100	2,800	2,800	2,100	2,100	20	5	5	50	480	0.5	5

Notes: NA = Not Available.

NS = Not Sampled.

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

Storage Tank Contaminated Facility
Name & Address Search

Facility ID#: 9045638

Name: Beckys Country Store
10600 Clarcona Ocoee Rd
Apopka, FL 32703- 8706

Contact: Beckys Country Store

Phone: 407-877-6137

Account Owner: Bowers, Clifton

District: CD

County: 48 - Orange

Type: A - Retail Station

Status: Closed

Latitude: 28:35:56.1800

Longitude: 81:32:12.1700

LL Method: DPHO - Address Matching

Tank#	Size	Content	Installed	Placement Status	Construction	Piping	Monitoring
1	1000	Unknown/Not Reported		UNDER Removed from Site			
2	1000	Unknown/Not Reported		UNDER Removed from Site			

***Note:**

Construction, Piping, and Monitoring Info not shown for CLOSED tanks (Status A: Closed in Place, B: Removed from the site).

APPENDIX F

Historical Review Documentation

Property Card(s)

Property Record - 05-22-28-0000-00-001

Orange County Property Appraiser •
http://www.ocpafl.org

Property Summary as of 10/15/2024

Property Name

Forest Lake Golf Course

Names

City Of Ocoee

Municipality

OCO - Ocoee

Property Use

8900 - Municipal (Other)

Mailing Address

C/O Forest Lake Golf Club LTD
10521 Clarcona Ocoee Rd
Apopka, FL 32703-8728

Physical Address

10521 Clarcona Ocoee Rd
Apopka, FL 32703

OR Code For Mobile Phone

10521 CLARCONA OCOEE RD, OCOEE, FL 32703 7/28/2023 11:28 AM

10521 CLARCONA OCOEE RD, APOPKA, FL 32703 10/20/2015 12:34 PM

10521 CLARCONA OCOEE RD, APOPKA, FL 32703 10/12/2015 11:24 AM

282205000000001 04/26/2006

282205000000001 04/26/2006

282205000000001 04/26/2006

Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land		Building(s)		Feature(s)	Market Value	Assessed Value
2024 W MKT	$1,876,191	+	$738,940	+	$201,347	= $2,816,478 (1.1%)	$2,816,478 (1.1%)
2023 ✓ MKT	$1,876,191	+	$709,615	+	$201,347	= $2,787,153 (5.6%)	$2,787,153 (9.6%)
2022 ✓ MKT	$1,772,203	+	$666,298	+	$201,347	= $2,639,848 (14%)	$2,543,950 (10%)
2021 ✓ MKT	$1,609,535	+	$501,800	+	$201,347	= $2,312,682	$2,312,682

Tax Year Benefits	Tax Savings
2024 W	$0
2023 ✓	$0
2022 ✓ $	$955
2021 ✓	$0

2024 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$2,816,478	$0	$2,816,478	3.2160 (1.36%)	**$9,057.79**	20%
Public Schools: By Local Board	$2,816,478	$0	$2,816,478	3.2480 (0.00%)	**$9,147.92**	20%
Orange County (General)	$2,816,478	$0	$2,816,478	4.4347 (0.00%)	**$12,490.23**	27%
City Of Ocoee	$2,816,478	$0	$2,816,478	4.9500 (0.00%)	**$13,941.57**	30%
Library - Operating Budget	$2,816,478	$0	$2,816,478	0.3748 (0.00%)	**$1,055.62**	2%
St Johns Water Management District	$2,816,478	$0	$2,816,478	0.1793 (0.00%)	**$504.99**	1%
				16.4028	**$46,198.12**	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

THE NW1/4 OF NE1/4 & THE N1/2 OF NW1/4 & THE SE1/4 OF NW1/4 & THE NE1/4 OF SW1/4 (LESS RR R/W) ALL IN SEC 05-22-28 & THE SW1/4 OF SE1/4 OF SEC 32-21-28 (LESS PT TAKEN FOR R/W IN SEC 05-22-28 PER OR 5524/364 CI98-4279) & (LESS PT TAKEN FOR R/W IN SEC 05-22-28 PER 6999/4743) SEE 3621/2318 & 3964/4065 & 3947/735 & 4120/3601 & 4398/4821 & COMM AT TH SW CORNER OF THE SE 1/4 SEC 05-22-28 TH N01-30-43E 1959.16 FT TO THE POB TH S89-50-59W 33.57 FT TH N00-18-47E 875.64 FT TH N02-50-40E 1381.02 FT TH S86-57-56E 10 FT TH S02-50-40W 1267.56 FT TH S00-18-47W 833.54 FT TH S89-41-13E 15 FT TH S01-00-24E 154.75 FT TO THE POB SEE 10875/8251

Total Land Area

9,992,550 sqft (+/-) | 229.40 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal (Other)	A-1	170.16 ACRE(S)	$11,000.00	$1,871,760	$0.00	$1,871,760
8099 - Muni Submerged	A-1	16.57 ACRE(S)	$10.00	$166	$0.00	$166
8093 - Muni Conserv/Wetlnd	A-1	38.65 ACRE(S)	$100.00	$3,865	$0.00	$3,865
8900 - Municipal (Other)	A-1	4 ACRE(S)	$100.00	$400	$0.00	$400

Buildings

Model Code	04 - Commercial
Type Code	3800 - Golf Course
Building Value	$167,948
Estimated New Cost	$282,740
Actual Year Built	1994
Beds	0
Baths	0.0
Floors	1
Gross Area	5676 sqft
Living Area	4464 sqft
Exterior Wall	Cb.Stucco
Interior Wall	Dec.Wall.C

Subarea Description	Sqft	Value
BAS - Base Area	4464	$254,671
FOP - F/Opn Prch	1140	$26,015
FST - Fin Storge	72	$2,054

Model Code	06 - Warehouse
Type Code	4800 - Ind Warehouse I
Building Value	$271,640
Estimated New Cost	$457,307
Actual Year Built	1994
Beds	0
Baths	0.0
Floors	1
Gross Area	3920 sqft
Living Area	3920 sqft
Exterior Wall	Modl.Metal
Interior Wall	Minimum

Subarea Description	Sqft	Value
BAS - Base Area	3920	$457,307

Model Code	06 - Warehouse	**Subarea Description**	**Sqft**	**Value**
Type Code	4800 - Ind Warehouse I	BAS - Base Area	3920	$451,858
Building Value	$299,352	UDU - Unf Dt Uty	200	$13,832
Estimated New Cost	$503,960	UOP - Unf O Proh	1106	$38,270
Actual Year Built	1994			
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	5226 sqft			
Living Area	3920 sqft			
Exterior Wall	Modl.Metal			
Interior Wall	Minimum			

Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
6030 - Paved Asphalt	01/27/1994	64696 Unit(s)	$3.50	$113,218
6040 - Paved Concrete	01/27/1994	38124 Unit(s)	$4.50	$85,779
6015 - Wall Decorative	01/27/1994	80 Unit(s)	$20.00	$1,600
5261 - Pump House 1	12/31/1994	1 Unit(s)	$750.00	$750

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
12/01/1987	$1,157,900	19872917028	03946 / 4065	Warranty Multiple			Vacant
06/01/1985	$100	19852326634	03649 / 0731	Quitclaim Deed			Vacant
06/01/1985	$315,800	19852326633	03649 / 0730	Warranty Deed			Vacant

Similar Sales

Address	Sale Date	Sale Amount	$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
951 Ocoee Apopka Rd	12/15/2023	$5,368,100	$3,067	Special Warranty	3/2	20230735484 /	
1912 S Orange Ave	10/27/2023	$2,000,000	$445	Special Warranty	0/0	20230626554 /	

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
RRG-085329	$323,369	$298,369	Forest Lake Golf Club Llp	10521 Clarcona Ocoee Rd

Schools

Ocoee (High School)

Principal	Lisa Jean Karcinski
Office Phone	407.905.3000
Grades	2023: | 2022: B | 2019: C

Prairie Lake (Elementary)

Principal	Robert Strenth
Office Phone	407.884.2220
Grades	2023: | 2022: B | 2019: C

Ocoee (Middle School)

Principal	Cheri Leavitt
Office Phone	407.877.5035
Grades	2023: | 2022: C | 2019: B

Utilities/Services

Electric	Duke Energy
Water	Ocoee
Recycling (Monday, Thursday)	Ocoee
Trash (Thursday, Monday)	Ocoee
Yard Waste (Thursday)	Ocoee

Elected Officials

State Representative	LaVon Bracy Davis
County Commissioner	Christine Moore
State Senate	Geraldine F. "Geri" Thompson
School Board Representative	Melissa Byrd
US Representative	Daniel Webster
Orange County Property Appraiser	Amy Mercado

Traffic Information

Clarcona Ocoee Rd	7,300 Vehicles / Day
Western Beltway	22,500 Vehicles / Day

Property Record - 32-21-28-9154-01-012

Orange County Property Appraiser • http://www.ocpafl.org

Property Summary as of 10/15/2024

Property Name

Forest Lake Golf Course

Names

City Of Ocoee

Municipality

ORG - Un-Incorporated

Property Use

8000 - Govt Vacant Land

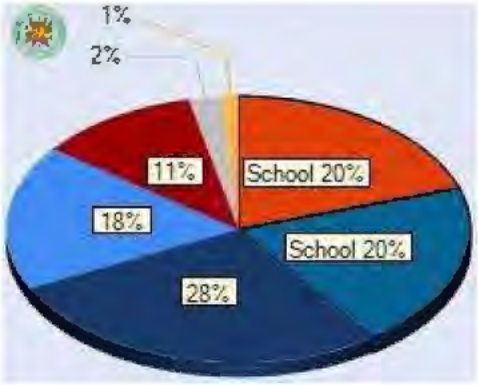
Mailing Address

C/O Forest Lake Golf Club LTD
10521 Clarcona Ocoee Rd
Apopka, FL 32703-8728

Physical Address

Ingram Rd
Apopka, FL 32703

QR Code For Mobile Phone



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	Assessed Value
2024 W MKT	$792	+ $0	+ $0	= $792 (0%)	**$792** (0%)
2023 ✓ MKT	$792	+ $0	+ $0	= $792 (0%)	**$792** (0%)
2022 ✓ MKT	$792	+ $0	+ $0	= $792 (10%)	**$792** (10%)
2021 ✓ MKT	$720	+ $0	+ $0	= $720	**$720**

2024 Taxable Value and Estimate of Proposed Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	$792	$0	$792	3.2160 (1.36%)	**$2.55**	20%
Public Schools: By Local Board	$792	$0	$792	3.2480 (0.00%)	**$2.57**	20%
Orange County (General)	$792	$0	$792	4.4347 (0.00%)	**$3.51**	28%
Unincorporated County Fire	$792	$0	$792	2.8437 (26.74%)	**$2.25**	18%
Unincorporated Taxing District	$792	$0	$792	1.8043 (0.00%)	**$1.43**	11%
Library - Operating Budget	$792	$0	$792	0.3748 (0.00%)	**$0.30**	2%
St Johns Water Management District	$792	$0	$792	0.1793 (0.00%)	**$0.14**	1%
				16.1008	**$12.75**	

2024 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rate	Assessment
There are no Non-Ad Valorem Assessments				

Property Features

Property Description

WEST ORANGE MEMORIAL PARK Y/137 BEG AT SE COR OF SW1/4 RUN S 84 DEG W 160.72 FT N 689.7 FT TH N 01 DEG E 45.5 FT E 158.45 FT S 720 FT TO POB

Total Land Area

104,519 sqft (+/-) | 2.40 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8000 - Govt Vacant Land	A-1	2.4 ACRE(S)	$330.00	$792	$0.00	$792

Buildings

Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
There are no extra features associated with this parcel				

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
10/07/1993	$40,100	19934626991	04634 / 0073	Warranty Deed	Orlando Memorial Gardens Inc	City Of Ocoee	Vacant

Similar Sales

Address	Sale Date	Sale Amount	$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
Dr Phillips Blvd	02/29/2024	$1,100,000		Warranty Deed	0/0	20240133771	/
9200 Reams Rd	12/21/2023	$2,713,600		Warranty Deed	0/0	20240013508	/
Park Center Dr	12/20/2023	$10,300,000		Special Warranty Multiple	0/0	20240019274	/
Mt Stirling Ave	12/04/2023	$14,700		Special Warranty	0/0	20230709187	/

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address

There are no TPP Accounts associated with this parcel.

Schools

Ocoee (High School)

Principal	Lisa Jean Karcinski
Office Phone	407.905.3000
Grades	2023: | 2022: B | 2019: C

Prairie Lake (Elementary)

Principal	Robert Strenth
Office Phone	407.884.2220
Grades	2023: | 2022: B | 2019: C

Ocoee (Middle School)

Principal	Cheri Leavitt
Office Phone	407.877.5035
Grades	2023: | 2022: C | 2019: B

Utilities/Services

Electric	Duke Energy
Water	Orange County
Recycling (Wednesday)	Orange County
Trash (Tuesday)	Orange County
Yard Waste (Wednesday)	Orange County

Elected Officials

State Representative	LaVon Bracy Davis

County Commissioner	Christine Moore
State Senate	Geraldine F. "Geri" Thompson
School Board Representative	Melissa Byrd
US Representative	Daniel Webster
Orange County Property Appraiser	Amy Mercado

Certified Sanborn Map Report

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703

Inquiry Number: 7692834.3
June 26, 2024

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

06/26/24

Site Name:

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703
EDR Inquiry # 7692834.3

Client Name:

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando, FL 32809
Contact: Katie Minter

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Certification # 4317-4539-8B3F

PO # NA

Project NA

UNMAPPED PROPERTY

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Sanborn® Library search results

Certification #: 4317-4539-8B3F

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- ✓ Library of Congress
- ✓ University Publications of America
- ✓ EDR Private Collection

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The EDR-City Directory Image Report

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703

Inquiry Number: 7692834.5
June 28, 2024

The EDR-City Directory Image Report

EDR® Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available business directory data at approximately five year intervals.

RECORD SOURCES

The EDR City Directory Report accesses a variety of business directory sources, including Haines, InfoUSA, Polk, Cole, Bresser, and Stewart. Listings marked as EDR Digital Archive access Cole and InfoUSA records. The various directory sources enhance and complement each other to provide a more thorough and accurate report.

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	*Target Street*	*Cross Street*	*Source*
2020	☑	☐	EDR Digital Archive
2017	☑	☐	Cole Information
2014	☑	☐	Cole Information
2010	☑	☐	Cole Information
2005	☑	☐	Cole Information
2000	☑	☐	Cole Information
1995	☑	☐	Cole Information
1992	☑	☐	Cole Information
1990	☐	☐	Polk's City Directory
1985	☐	☐	Polk's City Directory
1980	☐	☐	Polk's City Directory
1976	☐	☐	Polk's City Directory
1971	☐	☐	Polk's City Directory
1969	☐	☐	Polk's City Directory

FINDINGS

TARGET PROPERTY STREET

10521 Clarcona Ocoee Road
Apopka, FL 32703

Year	CD Image	Source	
CLARCONA OCOEE RD			
2020	pg A1	EDR Digital Archive	
2017	pg A2	Cole Information	
2014	pg A3	Cole Information	
2010	pg A4	Cole Information	
2005	pg A5	Cole Information	
2000	pg A6	Cole Information	
1995	pg A7	Cole Information	
1992	pg A8	Cole Information	
1990	-	Polk's City Directory	Street not listed in Source
1985	-	Polk's City Directory	Street not listed in Source
1980	-	Polk's City Directory	Street not listed in Source
1976	-	Polk's City Directory	Street not listed in Source
1971	-	Polk's City Directory	Street not listed in Source
1969	-	Polk's City Directory	Street not listed in Source

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

CLARCONA OCOEE RD 2020

10521	FOREST LAKE GOLF CLUB
10532	RAFAEL GALVAN
10538	ROMAN ZAVALA
10600	MIA FOOD MART INC
10622	TARA MCKNIGHT
10626	IRISH SURRENCY
	IRISH WELCH
10630	EUGENE GIBSON
	MICHELLE QUALLS
	ROBERT GIBSON
10636	CHARLES JONES
	JENNIFER WATKINS
10648	ELMEER TORRES
	JOHN TORRES
	ROSA TORRES
10660	JESSICA ROSS

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 2017

10521	FOREST LAKE GOLF CLUB
10532	GALVAN, RAFAEL
10538	ZAVALA, PAULINA
10600	MIA FOOD MART INC
10630	QUALLS, MICHAEL
10648	TORRES, JOHN E
10660	ROSS, DAVID J

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 2014

9421	OCCUPANT UNKNOWN,
10532	GALVAN, RAFAEL
10618	CLAY, DARRELL
10636	OCCUPANT UNKNOWN,
10648	OCCUPANT UNKNOWN,
10660	STEVENS, NEIL

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 2010

9921	TORRES, HECTOR L
9923	CASTILLO, JOSE G
9925	HARPER, ERNIE
9929	OCCUPANT UNKNOWN,
9933	STILES, MILDRED
9939	HARRISON, GREGORY S
9947	HODGEN, ROBERT D
9953	HODGEN, JULIE
10001	BHAGIRATI, SATESH
10012	NOBLES, HENRY A
10024	BELLAMY, FOISTER J
10040	JAY, ERIC A
10041	ROUNTREE, DON D
10057	HURST, ROBERT O
10062	OLIVER, STANLEY G
10065	MOOTY, VAUGHN W
10073	MOOTY, ODIS V
10074	BROWN, ADAM J
10078	OLIVER, HARVEY G
10081	GRIFFIN, TREVOR J
10082	GRAHAM, DONNIE R
10085	MOOTY, ODIS V
10087	MARBAIS, JOSEPH L
10105	YOUNG, JONATHAN D
10106	WOODLEY, HAROLD E
10112	OCCUPANT UNKNOWN,
10117	DORAN, FRANK E
10139	MEEHAN, WILLIAM S
10140	CHAPMAN, CAROL
10165	PEREZ, LARRY
10173	CLINGER, JOHN A
10221	LOPEZ, PERNER
10255	PIRMAL, DARRYL
10303	HILL, DUBBY W
10355	HNILICA, DUSTIN
10532	GALVAN, RAFAEL
10538	OCCUPANT UNKNOWN,
10600	LA CHIQUITAS MARKET
10630	QUALLS, MICHELLE J
10636	JONES, CHARLES E
10648	TORRES, JOHN
10660	OCCUPANT UNKNOWN,

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 2005

9421 OCCUPANT UNKNOWN,
9921 PULLIN, GAIL
9923 D & J CONCRETE INC
QUINTANA, BENITA Q
9929 WEST ORANGE PARK COMMUNITY CHURCH
9933 STILES, TRAVIS
9939 HARRISON, GREGORY S
9947 HODGEN, ROBERT D
10001 LOVINGS, GARLAND B
10012 NOBLES, HENRY D
10024 BELLAMY, FOISTER J
10040 PEEBLES, TOMMIE G
10041 ROUNTREE, DON D
10057 HURST, ROBERT O
10062 OLIVER, JERRY
10065 JOHNSON, MIRIAM L
10073 OCCUPANT UNKNOWN,
ODIS V MOOTY ENTERPRISES INC
10074 BROWN, ADAM J
10078 HARVEY OLIVER CONSTRUCTION INC
OCCUPANT UNKNOWN,
10081 EBERHARDT, CARL R
10082 GRAHAM, DONNIE R
10085 OCCUPANT UNKNOWN,
10087 MARBAIS, JOSEPH L
10105 YOUNG, JONATHAN D
10106 WOODLEY, HAROLD E
10112 OCCUPANT UNKNOWN,
10117 DORAN, BECKI L
10139 MEEHAN, CHRISTOPHER W
10140 BOUCHER, STEVEN M
10165 PEREZ, LARRY
10173 CLINGER, JOHN A
10187 CLARK, WENDELL
10221 OCCUPANT UNKNOWN,
10255 OCCUPANT UNKNOWN,
10303 YOCOM, LUTHER
10355 OCCUPANT UNKNOWN,
10377 SMITH, MYRTLE A
10445 OCCUPANT UNKNOWN,
10532 GALVAN, RAFAEL
10618 CABALLERO, GREGORIA
10630 QUALLS, MICHELLE
10636 SHEPHARD, MITCHELL R
10648 BUCKNER, SHERILL K
10660 OCCUPANT UNKNOWN,

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 2000

9921	OCCUPANT UNKNOWN,
9923	QUINTANA, BENITA
9925	CARROLL, MORRIS L
9933	STILES, MILDRED
9939	OCCUPANT UNKNOWN,
9947	HODGEN, JULIE A
9953	SPENCER, BARBARA
10001	LOVINGS, GARLAND B
10012	OCCUPANT UNKNOWN,
10023	WEBB, WILLIAM B
10024	OCCUPANT UNKNOWN,
10041	ROUNTREE, DON D
10057	OCCUPANT UNKNOWN,
10065	MOOTY, VAUGHN W
10073	MOOTY, MARSHA
	NELSON, JAMIE
10074	DICE, GARY R
10081	STIEFEL, TERESA L
10082	GRAHAM, DON R
10085	MOOTY, ODIS
10087	OCCUPANT UNKNOWN,
10105	YOUNG, WILLIAM D
10106	KERR, EIMIRE G
10117	DORAN, BETTY L
10140	GANAS, HEATHER D
10165	PEREZ, F L
10173	CLINGER, JOHN A
10187	OCCUPANT UNKNOWN,
10221	FINCHER, BRIAN
10255	FINCHER, BRADLEY
10303	OCCUPANT UNKNOWN,
10355	DUNN, RONALD
10377	NICKERSON, PAMELA
10443	DENEEF, ED
10445	THOMPSON, LEWIS R
10451	EDMONDSON, MARK
10455	THOMPSON, L R
10532	GALVAN, RAFAEL
10538	OCCUPANT UNKNOWN,
10630	OCCUPANT UNKNOWN,
10636	WATKINS, CAROLYN F
10648	MACEJEWSKI, STACY L
10660	ROSS, D

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 1995

9903	AMES, ROBERT K
9917	OCCUPANT UNKNOWNN
9921	AMES, ROBERT
9923	OCCUPANT UNKNOWNN
9925	OCCUPANT UNKNOWNN
9933	OCCUPANT UNKNOWNN
9953	HUSTEAD, KEN
9957	OCCUPANT UNKNOWNN
9965	OCCUPANT UNKNOWNN
9993	OCCUPANT UNKNOWNN
9997	OCCUPANT UNKNOWNN
10001	LOVINGS, GARLAND B
	OCCUPANT UNKNOWNN
10012	NOBLES, HENRY A
10023	WEBB, W B
10024	BELLAMY, F
10041	ROUNTREE, DON D
10057	OCCUPANT UNKNOWNN
10065	MOOTY, VAUGHN W
	TURNER, BEN F
10073	MOOTY, ODIS V
10081	OCCUPANT UNKNOWNN
10087	MOOTY, ODIS V
	OCCUPANT UNKNOWNN
10105	YOUNG, WILLIAM D
10139	OCCUPANT UNKNOWNN
10165	PEREZ, F L
10173	CLINGER, JOHN A
10187	CLARK, WENDELL
	CLARK, WILLIS W
10221	OCCUPANT UNKNOWNN
10255	DAWSON, JAMES
10303	OCCUPANT UNKNOWNN
10355	OCCUPANT UNKNOWNN
10377	FRY, E
	NOVICK, WILMA J
10407	THOMPSON, L R
10448	DENEEF, ED
10451	EDMONDSON, MARK
10600	OCCUPANT UNKNOWNN
10618	PEDRAZA, EVA
10630	OCCUPANT UNKNOWNN
	QUALLS, MICHAEL D
10636	HOLDEN, MICHAEL
10648	MACEJEWSKI, STACY L
10660	ROSS, DAVID J

Target Street	Cross Street	Source
✓	-	Cole Information

CLARCONA OCOEE RD 1992

9401	HALL, LOIS A
9421	NOBLES, HENRY A SR
9925	NEESE, HERMAN
9933	HARRISON, GRADY H
9958	MOOTY, VAUGH W
9997	GRAHAM, DON
10012	NOBLES, HENRY A
10022	STILES, MILDRED
10024	BELLAMY, FOISTER J
10041	ROUNTREE, DON D
10057	WEEKLEY, LOUISE
10062	OLIVER, MARIE
10073	MOOTY MARSHA
	MOOTY, MARSHA
	NELSON, JAMIE
10081	WATSON, LOUIE F
10087	MOOTY, ODIS V
10105	YOUNG, W D
10106	WOODLEY, HAROLD E
10112	KERR, ELMER
10117	DORAN, B L
10133	SUNSHINE GARDENS
10139	MEEHAN, WILLIAM A
10165	PEREZ, F L
10187	CLARK, WENDELL
10255	WEST, J
10303	YOCOM LUTHER REV
	YOCOM, LUTHER
10377	NOVICK, WILMA J
10445	THOMPSON, LEWIS R
10600	BECKY'S CNTRY STORE
	HULL, BARBARA
10630	D R LEE'S LAWN & TREE SVC
10636	WATKINS, CAROLYN F

EDR Historical Topo Map Report

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703

Inquiry Number: 7692834.4
June 26, 2024

EDR Historical Topo Map Report

with QuadMatch™

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

06/26/24

Site Name:

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703
EDR Inquiry # 7692834.4

Client Name:

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando, FL 32809
Contact: Katie Minter

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Ardaman & Associates, Inc. were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

P.O.# NA
Project: NA

Coordinates:

Latitude:	28.607357 28° 36' 26" North
Longitude:	-81.535426 -81° 32' 8" West
UTM Zone:	Zone 17 North
UTM X Meters:	447653.27
UTM Y Meters:	3164602.52
Elevation:	146.06' above sea level

Maps Provided:

2021
2018
2015
2012
1984
1980
1970
1956, 1960

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2021 Source Sheets

Winter Garden
2021
7.5-minute, 24000

Apopka
2021
7.5-minute, 24000

2018 Source Sheets

Winter Garden
2018
7.5-minute, 24000

Apopka
2018
7.5-minute, 24000

2015 Source Sheets

Winter Garden
2015
7.5-minute, 24000

Apopka
2015
7.5-minute, 24000

2012 Source Sheets

Winter Garden
2012
7.5-minute, 24000

Apopka
2012
7.5-minute, 24000

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1984 Source Sheets

Winter Garden
1984
7.5-minute, 24000
Aerial Photo Revised 1977

1980 Source Sheets

Winter Garden
1980
7.5-minute, 24000
Aerial Photo Revised 1977

Apopka
1980
7.5-minute, 24000
Aerial Photo Revised 1977

1970 Source Sheets

Winter Garden
1970
7.5-minute, 24000
Aerial Photo Revised 1970

1956, 1960 Source Sheets

Winter Garden
1956
7.5-minute, 24000
Aerial Photo Revised 1952

Apopka
1960
7.5-minute, 24000
Aerial Photo Revised 1957

Historical Topo Map

2021

This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 2021, 7.5-minute
N, Apopka, 2021, 7.5-minute

SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834_4_page 5

Historical Topo Map

2018

This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 2018, 7.5-minute
N, Apopka, 2018, 7.5-minute

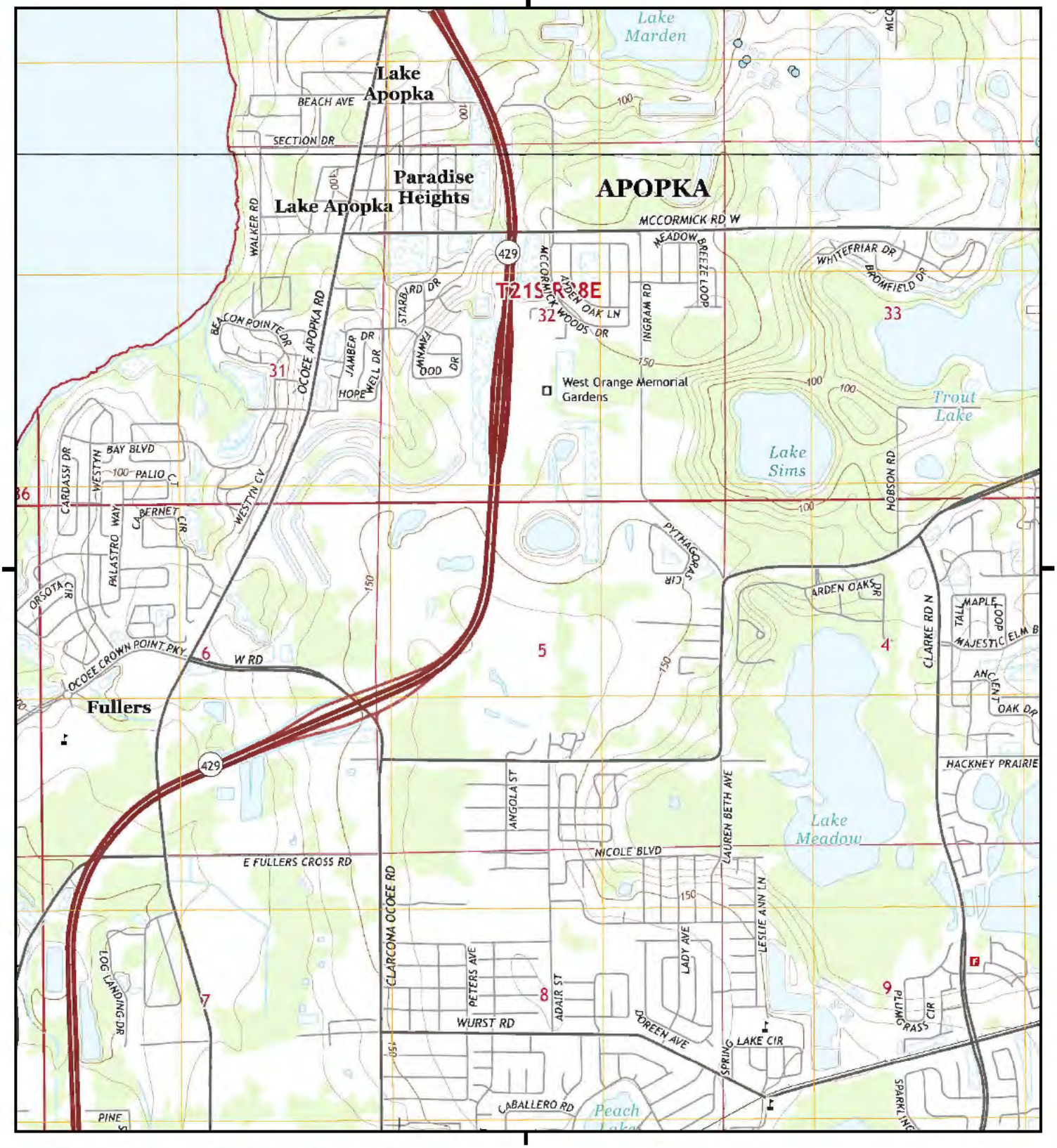
SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834_4_page 6

Historical Topo Map

2015



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 2015, 7.5-minute
N, Apopka, 2015, 7.5-minute

SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

Historical Topo Map

2012

This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 2012, 7.5-minute
N, Apopka, 2012, 7.5-minute

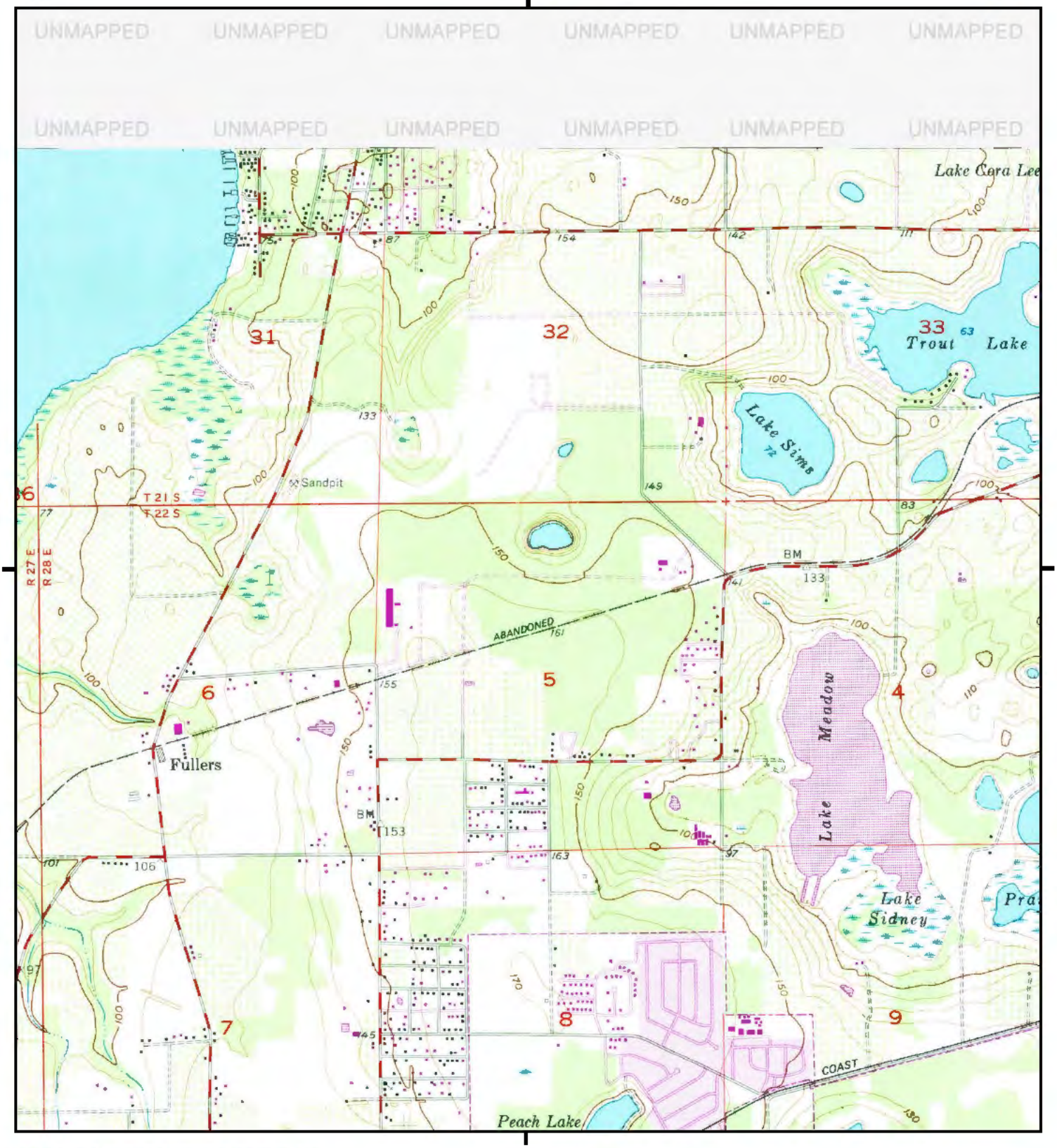
SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834 4 page 8

Historical Topo Map

1984



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 1984, 7.5-minute

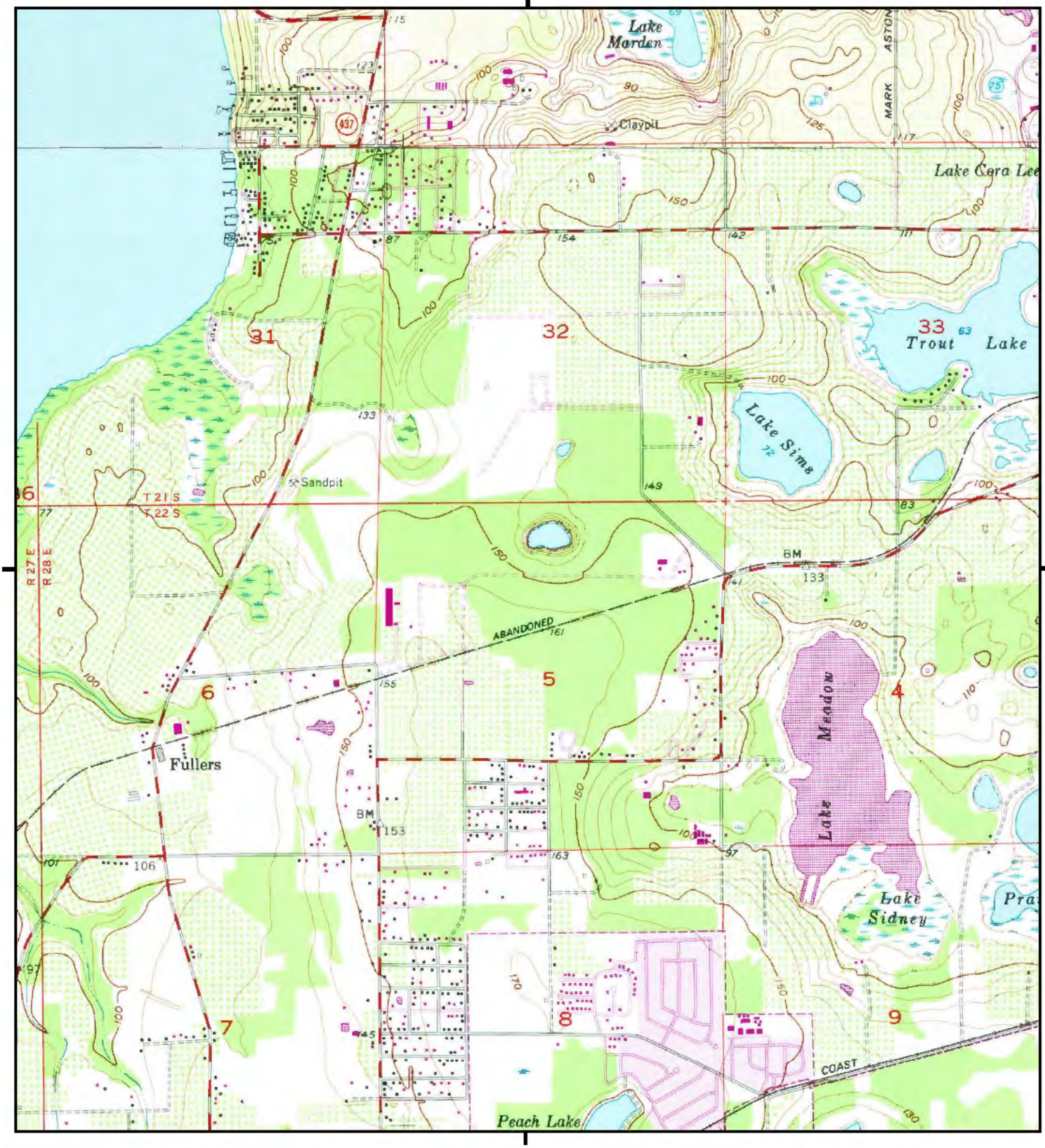
SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834 4 Page 8

Historical Topo Map

1980



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 1980, 7.5-minute
N, Apopka, 1980, 7.5-minute

SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

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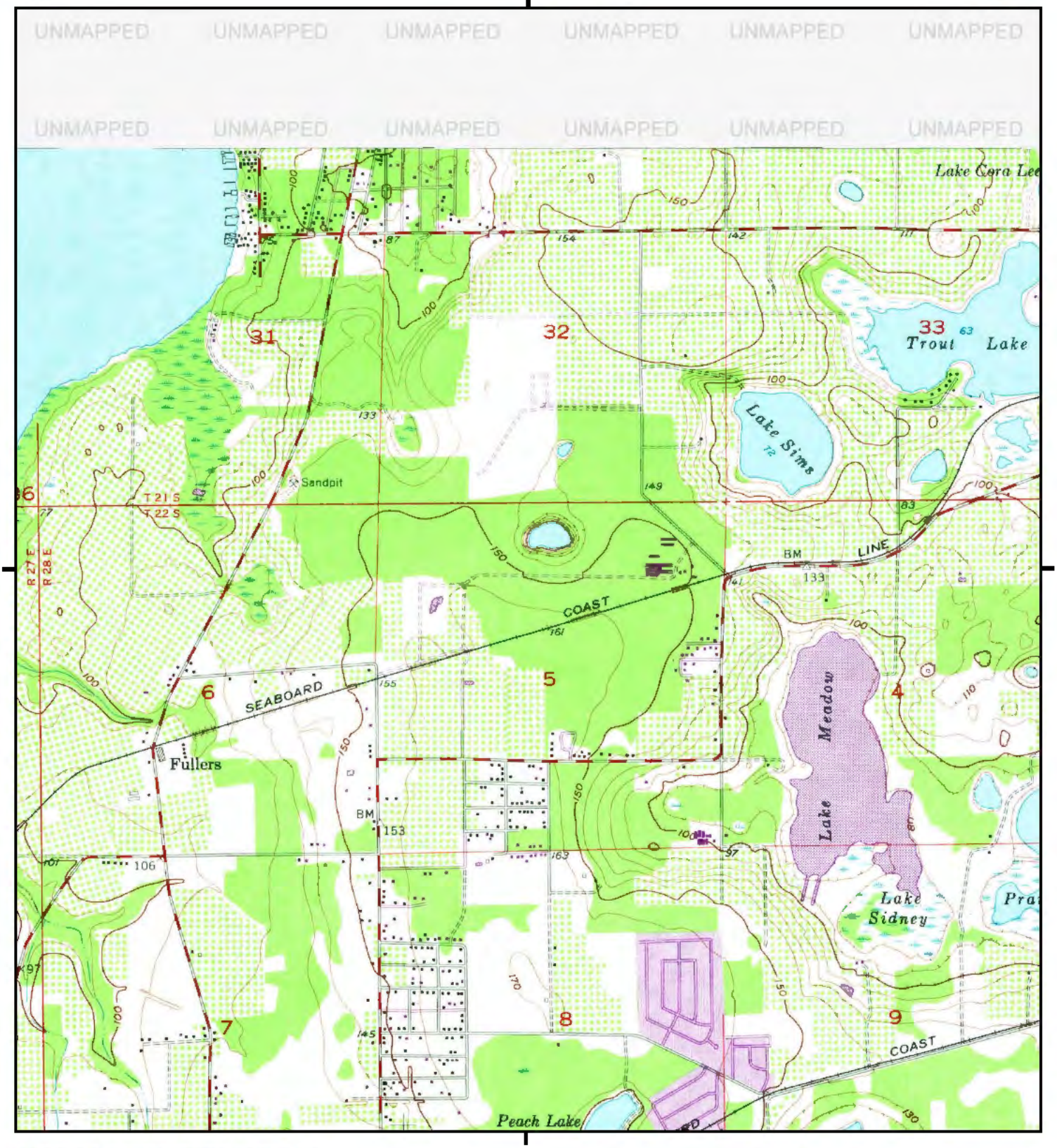
Historical Topo Map

1970



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 1970, 7.5-minute

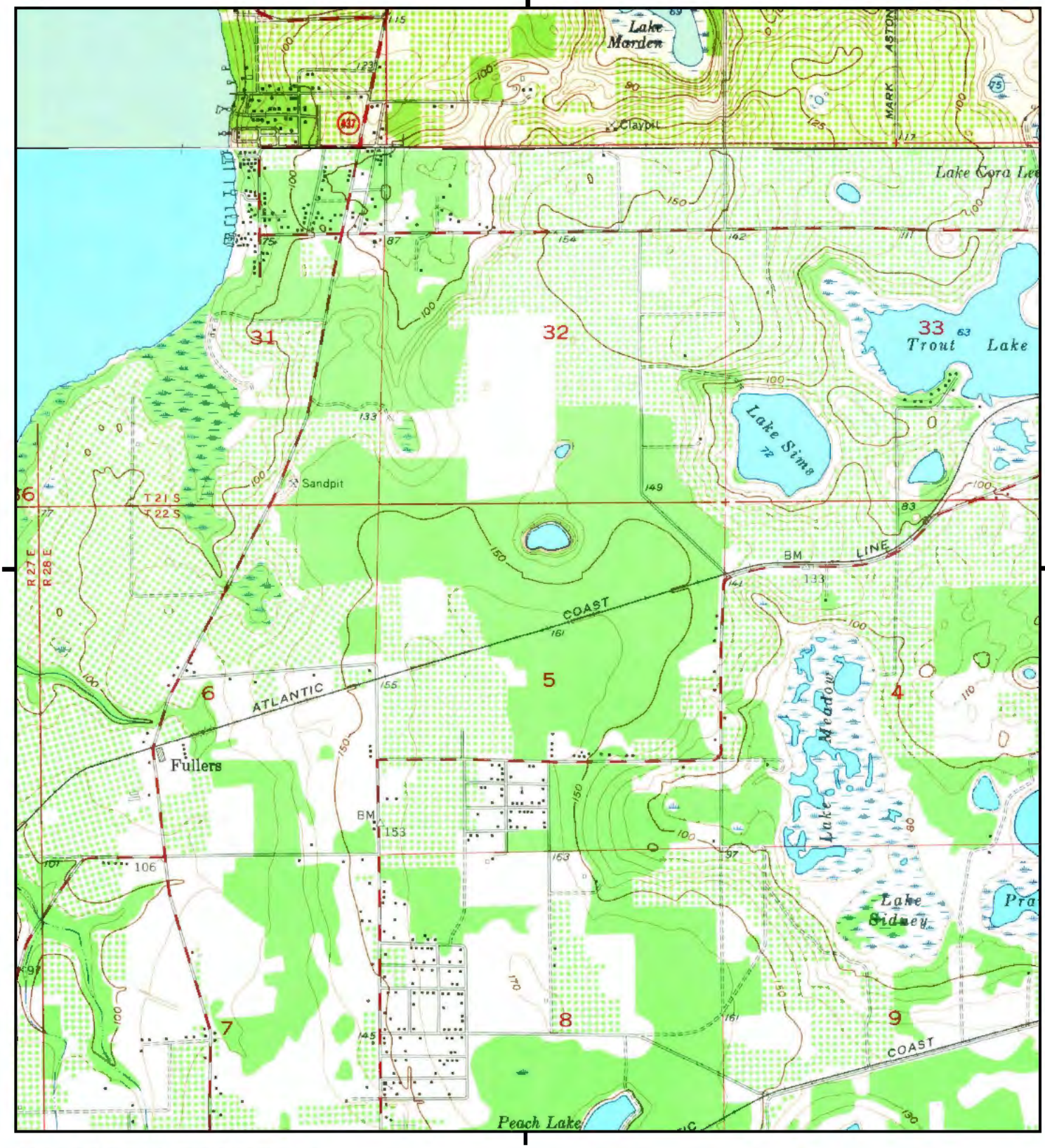
SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834 4 page 11

Historical Topo Map

1956, 1960



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Winter Garden, 1956, 7.5-minute
N, Apopka, 1960, 7.5-minute

SITE NAME: Forest Lake Golf Club
ADDRESS: 10521 Clarcona Ocoee Road
Apopka, FL 32703
CLIENT: Ardaman & Associates, Inc.

N

7692834 4 page 12

EDR Aerial Photo Decade Package Report

Forest Lake Golf Club

10521 Clarcona Ocoee Road

Apopka, FL 32703

Inquiry Number: 7692834.8

June 27, 2024

The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

06/27/24

Site Name:

Forest Lake Golf Club
10521 Clarcona Ocoee Road
Apopka, FL 32703
EDR Inquiry # 7692834.8

Client Name:

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando, FL 32809
Contact: Katie Minter

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

Year	*Scale*	*Details*	*Source*
2019	1"=750'	Flight Year: 2019	USDA/NAIP
2015	1"=750'	Flight Year: 2015	USDA/NAIP
2010	1"=750'	Flight Year: 2010	USDA/NAIP
2007	1"=750'	Flight Year: 2007	USDA/NAIP
1999	1"=750'	Acquisition Date: January 01, 1999	USGS/DOQQ
1997	1"=750'	Flight Date: February 17, 1997	FDOT
1995	1"=750'	Acquisition Date: February 05, 1995	USGS/DOQQ
1990	1"=750'	Acquisition Date: January 01, 1990	USGS/DOQQ
1989	1"=750'	Flight Date: December 12, 1989	U of FL
1984	1"=750'	Flight Date: November 06, 1984	FDOT
1978	1"=750'	Flight Date: January 29, 1978	FDOT
1974	1"=750'	Flight Date: November 22, 1974	FDOT
1969	1"=750'	Flight Date: November 11, 1969	FDOT
1963	1"=750'	Flight Date: January 04, 1963	U of FL
1957	1"=750'	Flight Date: December 13, 1957	USGS
1954	1"=750'	Flight Date: March 01, 1954	U of FL
1947	1"=750'	Flight Date: February 21, 1947	U of FL

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INQUIRY #: 7692834.8
YEAR: 2019
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 2015
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 2010
= 750'
N
EDR

INQUIRY #: 7692834.8

YEAR: 2007

= 750'

N

EDR

INQUIRY #: 7692834.8
YEAR: 1999
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 1997
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 1995
= 750'
N
EDR

INQUIRY #: 7692834.8

YEAR: 1990

= 750'

N

EDR

INQUIRY #: 7692834.8

YEAR: 1989

= 750'

N

EDR

INQUIRY #: 7692834.8
YEAR: 1984
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 1978
= 750'
N
EDR

INQUIRY #: 7692834.8
YEAR: 1974
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N
EDR

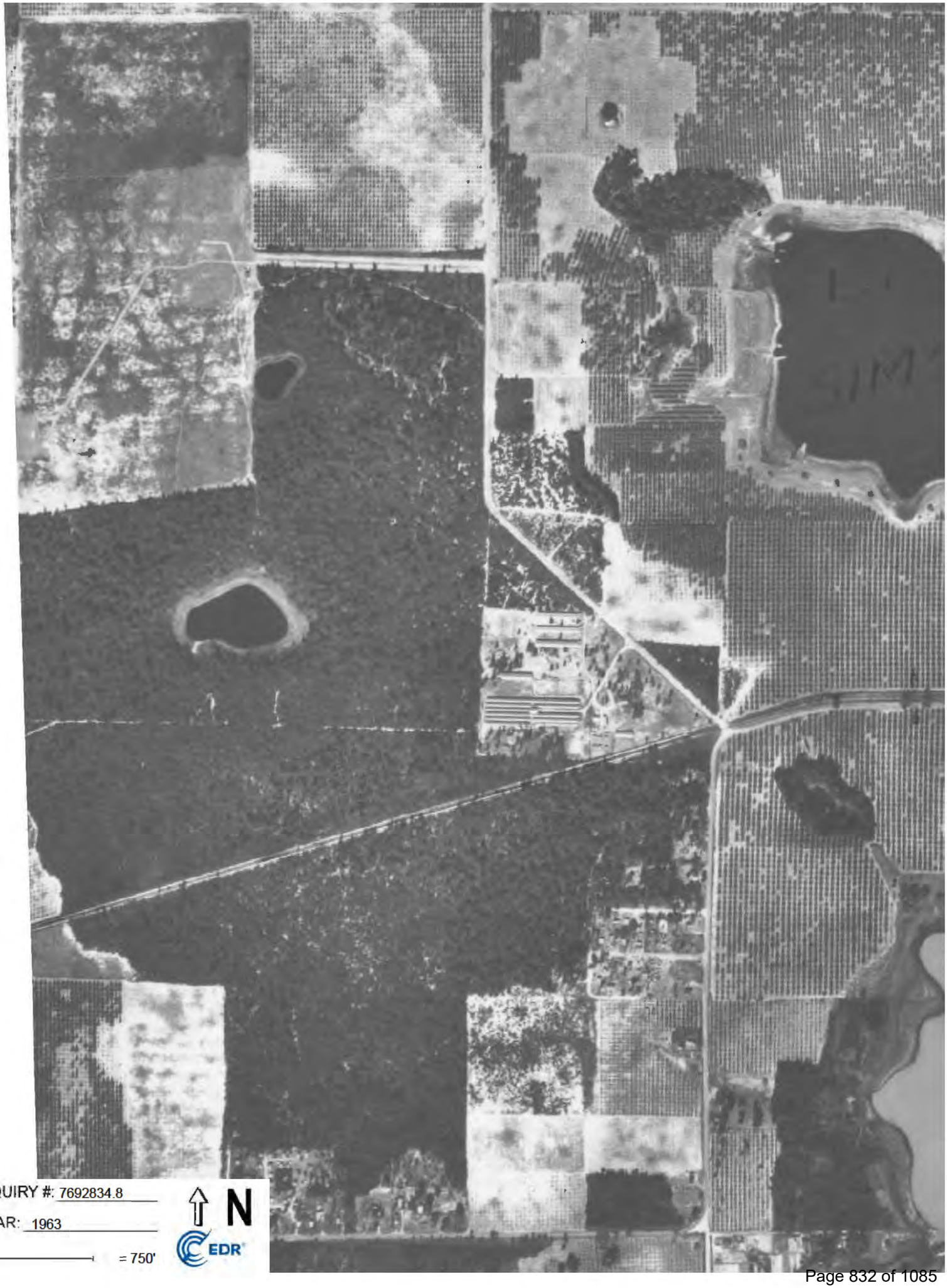
INQUIRY #: 7692834.8

YEAR: 1969

= 750'

N

EDR



INQUIRY #: 7692834.8

YEAR: 1963

= 750'

N

EDR

INQUIRY #: 7692834.8

YEAR: 1957

= 750'

N

EDR

INQUIRY #: 7692834.8

YEAR: 1954

= 750'

N

EDR

INQUIRY #: 7692834.8

YEAR: 1947

= 750'

N

EDR

APPENDIX G

Prior Environmental Report(s)

August 2017 ESA

Phase I Environmental Site Assessment

Ardaman & Associates, Inc.

Phase I Environmental Site Assessment
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Client:

CEC Golf Design
118 W. Plymouth Avenue
DeLand, Florida 32720

Prepared By:

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Ardaman File No. 17-6649

www.Ardaman.com

August 23, 2017

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

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CEC Golf Design
118 W. Plymouth Avenue
DeLand, Florida 32720

Attention: Mr. Ken Ezell
kezell@cecgolfdesign.com

Subject: Phase I Environmental Assessment
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Dear Mr. Ezell:

As requested, we have completed a Phase I Environmental Assessment following the general methodology of ASTM Practice E 1527-13 and 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) for the above referenced site. This Phase I ESA was prepared to document the decision making processes that were used to formulate and to render an opinion concerning the potential for hazardous materials or petroleum contamination of the soil and/or groundwater at the subject site. This Phase I ESA provides our professional opinion relative to the possibility of recognized environmental conditions or historical recognized environmental conditions, as defined in ASTM Practice E 1527-13 and 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI), in connection with the subject site. . Environmental in the context of this report does not include an evaluation of the potential presence of asbestos containing materials, lead-in-paint, lead in drinking water, mold, radon, wetlands, indoor air quality, vapor intrusion or ecological resources at the subject property. Further limitations of this Phase I Environmental Site Assessment are discussed in Appendix I.

This assessment was prepared by Geologist Kathryn B. Minter and Carl R. Stephens, P.E. of Ardaman & Associates, Inc. Mr. Stephens visited the subject property on August 15, 2017. This Phase I ESA was reviewed by Mr. Carl R. Stephens, P.E., a Florida licensed Professional Engineer and Senior Engineer in the Orlando office of Ardaman & Associates, Inc. Resumes of the environmental professionals responsible for the contents of this report are included in Appendix II. This report documents our findings and presents our professional conclusions.

1.0 INTRODUCTION

The objective of our work during this assessment was to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject site through a review of the site history and through site reconnaissance.

This assessment was composed of the following tasks:

- Review of the U.S. Geological Survey (USGS) 7.5 Minute Series Quadrangle Map of Winter Garden, Florida on which the subject site and surrounding properties are presented. Our review was performed to evaluate information presented on the respective map for any indications of pits, mining activity or landfill activity on or in the immediate vicinity of the subject site, and to help estimate groundwater flow direction in the site vicinity.

- Conducted an on-site visual inspection of the site and adjacent properties, including a site visit on August 15, 2017 and photo documentation of the property for evidence of toxic or hazardous materials use, disposal, spills, or storage.

- Review of Orange County Property Appraiser records.

- Interviews of Owner(s), Site Manager(s) and/or Occupant(s), as available.

- Review of relevant regulatory agency records to assess whether solid or hazardous waste disposal areas, above-ground or underground storage tanks, or hazardous waste generators exist within or adjacent to the property.

- Review of historical aerial photographs of the subject site and surrounding area to note potential waste sources or disposal areas within or adjacent to the property.

- Drive-by of the area within a ¼-mile radius of the site to identify potential sources of contamination.

- Preparation of this report to document the results of our data gathering and analyses, and to present our conclusions and recommendations.

1.1 **Executive Summary**

The subject property is approximately 231.8 acres in area and is located at 10521 Clarcona Ocoee Road in Orange County, Florida. The property is currently developed with the Forest Lake Golf Club, an eighteen-hole golf course which includes a clubhouse, maintenance area, and reclaimed water pumping and infiltration facilities. The golf club was constructed in 1993 and is divided by S.R. 429. Prior to development as a golf course, the property was mostly undeveloped, wooded land with a small grove at the south end of the site.

Based on our review of historical aerial photographs and Orange County Property Appraiser records, the golf course and associated structures were developed in the mid 1990's. The majority of the site was undeveloped land prior to the current development with the exception of the southern portion which was previously a citrus grove from as early as 1947 to the late 1980's or early 1990's. No structures associated with citrus grove operations were observed on the aerial photographs.

An abandoned railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's. Railroad beds commonly are contaminated with arsenic and polynuclear aromatics from wood preservatives and herbicides, as well as other contaminants. It is presumed that Orange County removed any such contamination when the railroad was converted into the West Orange Trail for recreational purposes.

The northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within an EDB delineation area and EDB has been detected above drinking water standards in an adjacent north property well. If future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended. Construction of

- Conducted an on-site visual inspection of the site and adjacent properties, including a site visit on August 15, 2017 and photo documentation of the property for evidence of toxic or hazardous materials use, disposal, spills, or storage.

- Review of Orange County Property Appraiser records.

- Interviews of Owner(s), Site Manager(s) and/or Occupant(s), as available.

- Review of relevant regulatory agency records to assess whether solid or hazardous waste disposal areas, above-ground or underground storage tanks, or hazardous waste generators exist within or adjacent to the property.

- Review of historical aerial photographs of the subject site and surrounding area to note potential waste sources or disposal areas within or adjacent to the property.

- Drive-by of the area within a ¼-mile radius of the site to identify potential sources of contamination.

- Preparation of this report to document the results of our data gathering and analyses, and to present our conclusions and recommendations.

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Based on our review of historical aerial photographs and Orange County Property Appraiser records, the golf course and associated structures were developed in the mid 1990's. The majority of the site was undeveloped land prior to the current development with the exception of the southern portion which was previously a citrus grove from as early as 1947 to the late 1980's or early 1990's. No structures associated with citrus grove operations were observed on the aerial photographs.

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The northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within an EDB delineation area and EDB has been detected above drinking water standards in an adjacent north property well. If future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended. Construction of

water wells in this area may be restricted or prohibited.

No evidence of underground storage tanks, heating oil tanks, odors, pools of liquid, boilers, trash burn pits, battery acid spills, unidentified substance containers, or other indications of obvious or potential contamination were visually observed on the subject property during our site reconnaissance.

An asbestos survey was not performed as part of this assessment. A lead-based paint survey was not performed as part of this assessment.

No off-site vapor migration concerns were identified. No on-site vapor intrusion concerns were identified.

This inquiry has not identified any evidence of recognized environmental conditions in connection with the subject property or any conditions indicative of releases or threatened releases of hazardous substances or petroleum products on, at, in, or to the subject property, with the exception of the following:

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond also appears to be used to wash down equipment and fill sprayer tanks. Water in the pond had a stagnant and milky appearance. Pesticides, herbicides, metals, petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.

- The pad on the north side the maintenance shop has petroleum stains and rust rings from drums and 5 gallon buckets. Petroleum has washed off the pad and impacted adjacent soils.

Soil and groundwater sampling and testing is recommended relative to these concerns. Also, several de minimis conditions were noted. While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

1.2 Significant Assumptions

Ardaman & Associates has made the following significant assumptions in the preparation of this report:

- Regulatory Records Information – Ardaman & Associates assumes that all information provided by Environmental Data Resources, Inc. (EDR) regarding the regulatory status of facilities within the Approximate Minimum Search Distance is complete, accurate, and current.

- Groundwater flow direction – The direction of groundwater flow in the area of the subject site has been inferred based on site observations of topographic slope, proximity of nearby water bodies, file record information, contamination assessment reports, and a review of current topographic maps. The actual groundwater flow in this area may vary

from the inferred direction due to a number of influences.

- Unless otherwise noted in this report, Ardaman relied on reports prepared by, and statements made by others, but did not verify their accuracy. The only purpose of any discussion of a mechanical, electrical or conveyance system in this report, including wastewater, storm sewer, potable water, sanitary sewer, storage tank, transformer, mechanical, heating and cooling, solid waste, wells and septic systems, is to assess their possible affect on contaminating soil and/or groundwater on the subject site with hazardous materials or petroleum. The construction, operation, and verification of the actual presence of said systems, is outside the scope of work unless otherwise noted.

2.0 SITE DESCRIPTION

2.1 Site Location

Based on Orange County property appraiser information, the subject property is approximately 231.8 acres in area and is located at 10521 Clarcona Ocoee Road in Orange County, Florida. The subject property was developed with Forest Lake Golf Club, an eighteen-hole golf course, as well as a clubhouse, maintenance areas and one irrigation well pump house. The golf club is divided by S.R. 429. The subject property is situated in Section 5, Township 22 South, Range 28 East and in Section 32, Township 21 South, Range 28 East. The site location is superimposed on the Winter Garden, Florida USGS quadrangle map presented as the Site Location Map, Figure 1. According to the Orange County Property Appraiser's office, the subject property parcels are identified by Parcel ID Nos. 05-22-28-0000-00-001 and 32-21-28-9154-01-012. The property cards with associated legal descriptions are presented in Appendix V of this report.

2.2 Site and Vicinity Characteristics

The field observations of the subject property and adjacent properties were performed on August 15, 2017. The subject property is approximately 231.8 acres and is developed with an eighteen-hole golf course, a clubhouse, maintenance areas and a reclaimed water irrigation and infiltration facility. The site is accessed from Clarcona Ocoee Road. Photographs of the subject site are included in Appendix III. A 2017 aerial photograph of the subject property is included as Figure 2.

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, undeveloped, partially wooded land, Ingram Trails subdivision, Forest Lake Estates subdivision and a mobile home park are located on the adjacent east property, wooded land, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, undeveloped, partially wooded land, an apartment complex and a City of Winter Garden water facility are located on the adjacent west properties.

Additional development noted within ¼ mile of the subject property includes multiple single-family residential subdivisions in all directions.

Based on review of the 1980 Winter Garden, Florida, 7.5-minute USGS topographic map, the subject property appears to be relatively flat with an elevation of approximately 150 to 155 feet (NGVD). A pond on the northern portion of the property has elevations as low as 125 feet NGVD. Based on our review of the USGS map, near-surface groundwater flow direction in the vicinity of the subject property is anticipated to be generally to the west, towards Lake Apopka. No symbols

indicating the presence of pits, mining activities, or landfill activities are illustrated on the subject property on the USGS quadrangle map. A sand pit is shown on the USGS quadrangle map, approximately ¼ mile west of the subject property.

2.3 Description of Structures on the Subject Property

According to the Orange County Property Appraiser, the subject property is developed the following structures:

Year Built	Building Area (Square Feet)	Description
1994	5,676	Clubhouse
1994	3,920	Main Maintenance Garage
1994	5,226	Cart Storage
1994	Unknown	Pump Shed

The locations of these buildings are shown on Figure 2, General Site Plan.

Based on site observations, an interview with Site Manager Mr. Ken Ezell and review of the property appraiser records, septic systems are used for the clubhouse and maintenance areas.

No evidence of current or previous heating oil tanks, such as vents or fill ports, was observed on the subject site during our site reconnaissance. The clubhouse is heated and cooled by electric air conditioning units. The cart barns and the maintenance buildings are cooled by portable electric fans.

2.4 Current Uses of the Subject Property

At the time of our field observation, the subject property was occupied by Forest Lake Golf Club, including a clubhouse and maintenance facilities.

2.5 Past Uses of the Subject Property

Historical aerial photographs, interviews with subject property representatives, and property appraiser records were reviewed for the subject property to research previous development of the site.

Orange County Property Appraiser records and historical aerial photographs from 1947 to the present indicated that the majority of the subject property appeared as undeveloped, wooded land with no apparent uses prior to the construction of the golf course in the mid 1990's. The southern portion of the property was previously developed with citrus groves from as early as 1947 to the late 1980's or early 1990's, when the groves appeared unmaintained. No structures associated with citrus grove operations were observed on the aerial photographs.

The two large ponds on the northern portion of the property on the east side of S.R. 429 do not appear to be man-made and have been located on the property since at least 1947. No evidence

of cattle grazing was observed in the aerial photos. A railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's.

Ownership History/Chain-of-Title

The Client ("User") did not provide a subject property chain-of-title for our review.

2.6 Current and Past Uses of Adjoining Properties

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, undeveloped, partially wooded land, Ingram Trails subdivision, Forest Lake Estates subdivision and a mobile home park are located on the adjacent east property, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, undeveloped, partially wooded land, an apartment complex and a City of Winter Garden water facility are located on the adjacent west properties.

Based on review of historical aerial photographs and property appraiser records, S.R. 429 appeared under construction in the late 1990's and appeared complete in the 2006 aerial photograph. Orlando Memorial Gardens appeared to have been developed in the mid 1990's on previously undeveloped, partially wooded land. The City of Winter Garden water facility appears to have been developed in the 1970's on previously undeveloped, partially wooded land.

The Ingram Trails subdivision appears to have been developed in the late 2000's on land previously occupied by a farm from the 1960's until the construction of the subdivision. The Forest Lake Estates subdivision appeared under construction during our site reconnaissance and was previously undeveloped, partially wooded land. The mobile home park appears to have been developed in the 1960's on previously undeveloped, partially wooded land. The undeveloped, wooded land on the northern portion of the adjacent east property was previously developed with a warehouse facility from the early 1980's through the early 2000's.

The single-family residences, church and convenience store to the adjacent south appear to have been developed as early as 1947. Citrus groves also occupied portions of the adjacent south properties from as early as 1947 through the 1990's, when the groves appeared sparse.

The apartment complex to the adjacent west appears to have been developed in the 2010's on previously undeveloped, partially wooded land. Citrus groves occupied the adjacent west property south of the abandoned railroad as early as 1947 through the 1990's, when the groves appeared sparse. Groves also occupied the adjacent west property north of the abandoned railroad from the 1960's through the 1990's, when the groves appeared sparse. A farm or possibly a citrus-packing facility appears to have also occupied this portion of the adjacent west property from the 1970's through the 1990's. In the 1999 aerial photograph, the farm or packing facility appeared to have been demolished and a portion of the property appeared developed with a construction office for the S.R. 429 construction. This office was no longer visible in the 2006 aerial photograph, when S.R. 429 was complete.

3.0 SITE RECONNAISSANCE

The field observations of the subject property and adjacent properties were performed on August 15, 2017. A physical walk-through of the property was conducted by Ardaman and Associates representative to determine if on-site conditions indicated the potential for hazardous or toxic waste contamination. During part of the observations, Ardaman's representative was accompanied by Mr. Ken Ezell. Photographs of the subject site taken during our walk-through are included in Appendix III.

The subject site totals approximately 231.8 acres and is developed with an 18-hole golf course and a club house and driving range located on the southern portion. The course is accessed from Clarcona Ocoee Road. Holes 3 through 7 are located on the portion of the course located west of SR 429. Structures on the property include a clubhouse and cart barn near the southeast corner of the property and a maintenance warehouse and storage shed near the southeast corner of the site. The property is irrigated with reclaimed wastewater produced by the City of Ocoee. A holding pond and pump station are located west of SR-429. A General Site Plan of the subject site is included as Figure 3.

The clubhouse and golf cart "barn" were observed first. The clubhouse consists of offices, a restaurant, a pro shop, locker rooms and a bar. No Recognized Environmental Conditions (RECs) were observed within the clubhouse building.

The golf cart "barn" is located north of the clubhouse. Originally, the carts were electric and battery chargers are mounted overhead throughout the barn. The club is transitioning to gasoline-powered carts. Fuel is brought over in 5-gallon gas cans from the maintenance area to fuel the carts. No evidence of significant fuel spills was noted. No evidence of repair work in the barn was observed, though tool boxes are present on the work bench. Some typical concrete etching from spilled battery acid was observed in the barn. Carts are washed on the pad north of the barn. The wash down area was also etched. The pad was also cracked and the curbing was removed to allow drainage off the pad. A small ditch has also been dug to drain the wash water away from pad. The cart wash down area is of concern relative to potential accumulation of lead, petroleum and pesticides over the years.

The irrigation well pump house was observed next. The pump house is located southwest of the clubhouse and consists of a small concrete block building housing the electric pump and well. No petroleum products or petroleum odors were observed in the pump house. No RECs were observed within the pump house.

The maintenance area was observed next. Two 550-gallon above ground fuel tanks (one diesel and one unleaded gasoline) were observed within a concrete block secondary containment structure south of the maintenance garage. No fuel staining or standing water was observed within the secondary containment, which did not have a drainage valve. It appears that rain water is pumped out as necessary. No monitoring wells were observed around the tanks, indicating that no assessment appears to have been performed previously.

An equipment wash pad is located adjacent and east of the fuel tanks. The pad has a drop drain that receives the wash water, which then flows through underground piping to a pond located about 100 feet south of the wash pad. A second drop drain for stormwater drainage is located north of the tank containment. The pesticide storage room is nearby and sprayer tanks are likely filled at the wash pad. Adjacent and east of the pond is a hose likely also used to fill sprayers and wash down equipment based on the "muddy" condition around the hose. Mats have been

placed around the hose area. The water in the pond appeared stagnant and had a milky appearance. Vegetation around the edge of the pond was dead. The wash down areas and pond are of concern relative to potential accumulation of pesticides, petroleum and other chemicals.

A storage shed is located on the east side of the maintenance area. The shed has areas for storage of sand, fertilizer and soil conditioners such as iron sulfate, pesticides and small tools and miscellaneous parts and supplies. No significant concerns were observed in the sand storage area. In the fertilizer storage area, a tiller was leaking oil, but it was confined to the concrete floor of the shed. The pesticide shed has a catch basin without a drain. Products in the pesticide storage area included herbicides Roundup, Tricor DF and Ronstar and pesticides Dead End, Sevin and Revolver. No evidence of significant spills or improper storage were observed inside or outside of the pesticide room. Small tools and miscellaneous items and supplies are stored in the closed in overhang at the north end of the shed. No concerns were noted in this area.

North of the shed is a tote containing liquid fertilizer. Some staining from minor spills was observed but are not of significant concern. Also, north of the shed is a former water line where an overhead boom for filling sprayer tanks was located. No dead vegetation other than for grass and weed management, stained soils or other evidence of significant spills were observed in this area.

Lawnmowers and various maintenance vehicles are stored and serviced in the maintenance building. An above-ground lift was observed in the shop. Drums containing new and used oil, anti-freeze and hydraulic fluid were observed inside the garage, as wells as batteries, a flammables cabinet and a parts washer. No evidence or significant oil or other vehicular product spills were observed in the shop. There is a shop hand wash sink, but no evidence of parts washing or chemical disposal was observed in the sink. No floor drains were noted in the shop.

Rust stains from former drums and buckets were noted on the pad at the north side of the shop. One bucket of parts washing fluid remained on the pad. The fluid and/or oils have washed off the pad and onto bare soils adjacent to the pad, staining an approximate 10 foot square area. The impacted soils should be removed and disposed of properly.

Mowers, tractors and other maintenance vehicles were observed north of the maintenance shop. This area is being cleaned up and mowed. We noted small motor and hydraulic oil spills under some of the vehicles, but the small spills could be considered a de minimis condition. Regardless, the leaks to bare soil should be stopped and the impacted soils should be removed.

Older, out of service vehicles and equipment were stored in the “bone yard” along the west edge of the property, west of the maintenance shop. A trailer with the old turbine pumps for the reclaimed irrigation water was located in this area. Oil from the pumps has leaked onto bare ground. This de minimis condition that should also be cleaned up.

Adjacent to the shop is an office trailer. No chemical or parts storage was observed in the trailer.

The reclaimed water pump station located west of SR 429 was observed. Four turbine pumps pump water from a holding pond to irrigate the golf course and send excess water to two infiltration basins in the northeast section of the property. A network of monitoring wells are located throughout the property and are sampled by the City of Ocoee. No emergency generators or gas or diesel powered equipment was observed in association with reclaimed water pumping and handling. A bucket of used oil for the pumps was observed in the pump house. No oil spills, chemicals or other concerns were observed around the pump station.

The remaining portions of the subject property were observed. No signs of additional aboveground storage tanks or underground storage tanks, heating oil tanks, drums, stained soils, stressed vegetation, odors, pools of liquid, pesticide containers, unidentified substance containers, dumping or evidence of land filling, monitoring wells or other indications of obvious or potential contamination were noted on the subject property.

Polychlorinated Biphenyl (PCBs)

Electrical power transformers and hydraulic equipment can be a potential environmental concern due to the possible presence of PCB-containing oils. There was no evidence of in-ground hydraulic lifts observed on the subject site during the site reconnaissance. Pole and pad-mounted electrical transformers were observed on the subject property at the time of our site visit. The transformers appeared to be in good condition with no evidence of spills or leaks. These transformers are not expected to have impacted the environmental condition of the subject site.

Wastewater / Surface Drainage

Several ponds were observed throughout the entire golf course facility. Stormwater runoff is presumed to be directed towards these areas by sheet flow.

3.1 User-Provided Information: Liens, AULs and Other Information

Ardaman considers our client, CEC Golf Design, to be the 'User' of our assessment, defined in ASTM Practice E 1527 as, "the party seeking to use ASTM E 1527 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The User has specific obligations for completing a successful application of this practice...."

In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (*the Brownfields Amendments*), the User must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that all appropriate inquiry is not complete.

- Liens, Activity and Use Limitations (Institutional or Engineering controls)
- Specialized knowledge
- Commonly known or reasonably ascertainable knowledge
- Property value reduction because of environmental issues
- Current and previous owner, property manager, or occupant information
- Previous report(s)
- Reasons for performing the Phase I ESA

The User's knowledge or lack of knowledge about the above issues is discussed below.

Liens, Activity and/or Use Limitations (Institutional or Engineering controls)

Unless requested by the User, a search for recorded environmental cleanup liens against the subject property that are filed under Federal, State, or local law is not imposed on the environmental professional under ASTM E1527-13. The scope of this Phase I ESA did not include purchasing a chain-of-tile and environmental lien search.

The User was not aware of any environmental cleanup liens recorded against the property that are filed under federal, tribal, State or local law. Supporting documentation was not provided.

The User was not aware of any Activity or Use Limitations (AULs) such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law. A further discussion of any Institutional or Engineering Controls is included in Section 4.2.

Specialized knowledge

The User indicated they had no specialized knowledge for the subject property or surrounding properties.

Commonly Known or Reasonably Ascertainable Information

The User was not aware of any commonly known or reasonably ascertainable information about the subject property aside from current use as a golf course.

Property value reduction because of environmental issues

The User indicated that the assessment is being conducted as a requirement of the long-term lease between CEC Golf Design and the City of Ocoee.

Owner, property manager, or occupant information

According to the User and Orange County Property Appraiser, the current owner of the subject property parcels is the City of Ocoee. However, CEC Golf Design is in a long-term lease with the City.

Previous report(s)

The User did not provide Ardaman with any previous environmental reports conducted on the subject property.

Reasons for performing the Phase I ESA

The User requested preparation of this Phase I ESA as a requirement for the long-term lease between CEC Golf Design and the City of Ocoee and to meet the requirements of the general methodology of ASTM Practice E 1527-13 and 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI).

3.2 **Interviews**

Interview with Current Owner

An Environmental Questionnaire was provided to Mr. Ken Ezell, the current site manager and representative of the owner. In the Owner Questionnaire, Mr. Ezell indicated that a portion of the property, where hole 3 is located on the west side of the course, may have been previously occupied by a nursery. In addition, he indicated that the portions of the property may have also been used as rapid infiltration basins for wastewater. However, based on our review of historic aerial photographs, it appears the former nursery and wastewater basins were actually located on adjacent properties and not the subject property. Information obtained from Mr. Ezell is

included in various sections of this report.

Interview with Site Managers

Mr. Ezell accompanied Ardaman during the August 15, 2017 site visit.

Interview with Previous Owner(s)

Previous property owner's names and contact information were not provided nor were they readily available. Considering the abundance of information from other sources about the historical uses of the subject property, it is our opinion that a low probability exists that interviews with previous owners of the subject property would have revealed information that would alter our opinion regarding the environmental conditions at the subject property.

3.3 Ownership History/Title Search

The Orange County Property Appraiser lists the City of Ocoee as the owner of the subject property. However, CEC Golf Design is in a long-term lease with the City and constructed the golf course in the 1990's. According to the property appraiser, the subject property has been owned by the City since 1987. Property records for the subject property were reviewed on the Orange County Property Appraiser website on August 3, 2017. A copy of the property information card for the subject property is included in Appendix V.

As previously stated, a chain-of-title search was not performed as part of this investigation and one was not provided to us for our review.

4.0 RECORDS REVIEW

4.1 Federal and State Records Sources

EDR prepared a report summarizing the location of EPA Region IV, CERCLA, National Priorities List (NPL) (hazardous waste sites) and RCRA (hazardous waste generator) sites. EDR's report, compiled from the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) databases, was reviewed to research whether the subject property or surrounding properties are included on these lists, as well as other lists which are described below. A summary of the EDR report is provided as Appendix IV.

National Priorities List (NPL)

The NPL is a list compiled by the EPA of properties with the highest priority for cleanup pursuant to EPAs Hazard Ranking Systems.

No NPL sites were identified within a one-mile radius of the subject property.

Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)

This is a list of sites compiled by EPA that have been investigated or are currently under investigation for potential hazardous substance contamination for possible inclusion on the National Priorities List.

No CERCLIS sites were identified within a ½-mile radius of the subject property.

Florida State Sites

There are no sites on the Florida Department of Environmental Protection (FDEP) State Sites list within one mile of the subject property.

Treatment, Storage or Disposal Facilities (TSD)

No RCRA-TSD (treatment, storage, disposal) or RCRA CORRACTS-TSD (Corrective Action TSD) sites are located within 1 mile of the subject property.

Resource Conservation and Recovery ACT (RCRA)

This is a list of persons or entities that generate hazardous wastes as defined and regulated by RCRA. Small Quantity Generators (SQG) are classified by the EPA as producers who generate 100 Kg/mo but less than 1000 Kg/mo of non-acutely hazardous waste. Conditionally Exempt Small Quantity Generators (CESQG) are classified by the EPA as producers who generate less than 100 Kg/mo of non-acutely hazardous waste. Non generators do not presently generate hazardous waste.

The subject property is not listed as a RCRA generator. In addition, no RCRA-listed facilities are located within ⅛ mile of the subject property.

Emergency Response Notification System (ERNS)

ERNS records and stores information on reported releases of oil and hazardous substances.

There are no ERNS incidents listed for the subject property.

Stationary Tanks Inventory System (STCM)

The EDR report was reviewed for sites located within ⅛ mile of the subject property with registered storage tanks. Based on our review, no tanks are registered for the subject property. One adjacent facility within ⅛ mile of the subject property has registered storage tanks.

Facility ID No.	Facility Name	Facility Address	Approximate Distance (ft) / Direction from Subject Site	Discharge Reported? (Y or N)
48/9045638	Becky's Country Store	10600 Clarcona Ocoee Road	Adjacent / South	Y

Tanks registered at this facility are included in Appendix V. Contamination has been reported at the facility. This discharge will be discussed below.

In addition, one 500-gallon unleaded gasoline AST and one 500-gallon diesel AST, which are exempt from registration, were observed at the maintenance area. The tanks are in containment. No visible evidence of a discharge was noted during our site observations.

Leaking Underground Storage Tank (LUST)

The EDR report was reviewed for reported instances of petroleum contamination within and near the subject property. Based on our review, there is one LUST site within ¼ mile of the subject property that has been reported to FDEP.

Facility ID No.	Facility Name/Map ID	Facility Address	Approximate Distance (ft) / Direction from Subject Site	Discharge Date (s)	State Cleanup Score or Status
48/9045638	Becky's Country Store	10600 Clarcona Ocoee Road	Adjacent / South	11/01/89	RA Ongoing

Files available on DEP's Oculus website were reviewed. Select documents from the file review are included in Appendix V.

Becky's Country Store

A June 30, 2017 Year 6 Semi Annual Natural Attenuation Monitoring Report indicated a generally southeasterly groundwater flow direction, away from the subject property. This flow direction is consistent with historical data. Benzo compounds, 1-mrthyl naphthalene and 2-methyl naphthalene are present above GCTLs in samples from wells MW-12i and MW-15i. However, the wells located nearest the subject property and closest to Clarcona Ocoee Road are below GCTLs in the shallow, intermediate and deep zones. Based on the most recent groundwater data and flow direction away from the subject property, Becky's Country Store is not expected to have adversely impacted the subject property.

Drycleaners

Based on our review of the EDR report and DEP's latest Drycleaning Solvent Cleanup Program Sites list, no contaminated drycleaners are located within ½ mile of the subject property.

Brownfields

Based on EDR's review of the Brownfield sites database, there are no Brownfields sites located within ½ mile of the subject property.

Solid Waste Facilities (SWF/LF)

The latest issue of DEP's Solid Waste Facility Directory and the EDR report were reviewed to determine the location of landfills, incinerators, transfer stations and other solid waste facilities. Based on the findings of the EDR report, one such facility is located within ½ mile of the subject property. The Ocoee Apopka Road Debris Staging Area is inactive and was located at 4225 Ocoee Apopka Road, approximately 1,600 feet west-northwest of the subject property. This facility was a disaster debris management site during the 2004 hurricane season. Based on the distance of the facility from the subject property and the lack of any reported violations or compliance issues, the Ocoee Apopka Road Debris Staging Area is not considered an environmental concern to the subject property.

Ethylene Dibromide Delineation Areas

EDR's report indicated that an adjacent north property at 5262 Ingram Road has a well that contains ethylene dibromide (EDB) above the drinking water standards.

The use of EDB, a carcinogen, for control of nematodes has resulted in regional impacts to drinking water supplies. FDEP and the Department of Health have delineated EDB impacted areas based on water well samples exceeding drinking standards of 0.02 ppm, and former application areas where unassessed contamination could potentially exist. Groundwater withdrawal well construction and use in these delineated areas have restrictions or may be prohibited.

Based on review of the FDEP's web-based Map Direct tool, the northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within a delineation area. Since EDB has been detected in a nearby well and a portion of the property is located within a delineation area, if future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended.

Recognized Environmental Conditions

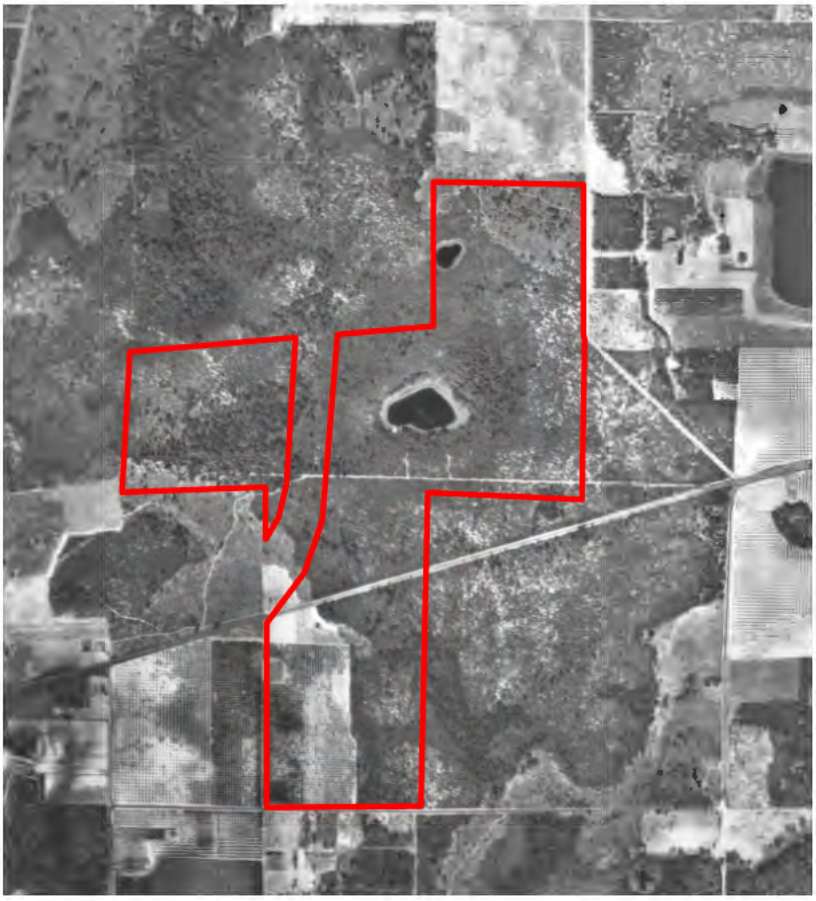
Information obtained from the regulatory agencies did not reveal any facilities or sources of contamination that have a significant potential to harm the environmental condition of the subject property.

4.2 Institutional/Engineering Controls (IC/EC)

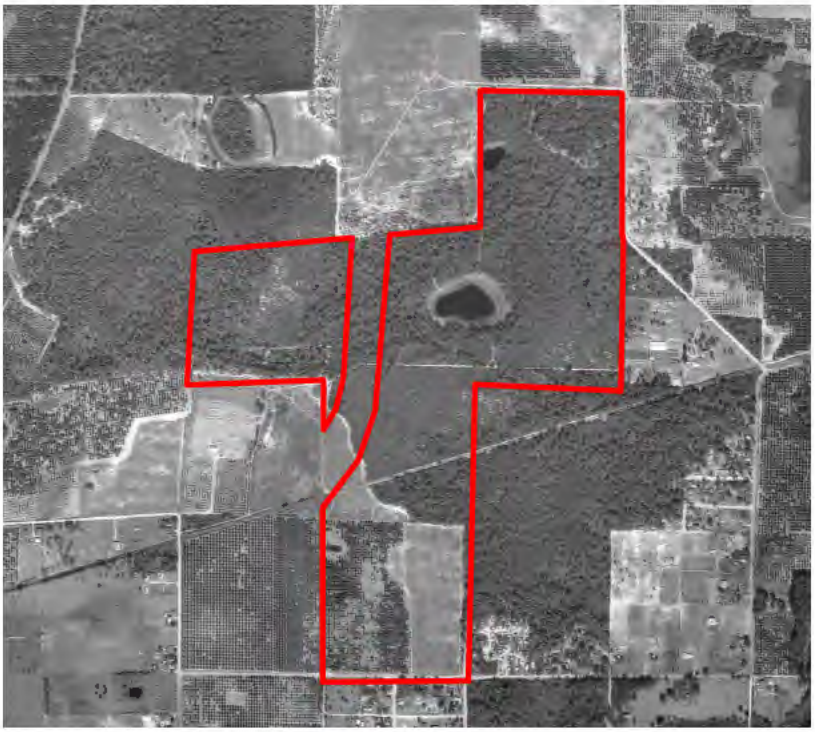
Based on review of the EDR report and FDEP's Division of Waste Management's latest available Institutional and Engineering Controls Registry, no Institutional and Engineering Controls were found for the subject property.

4.3 Aerial Photograph Review

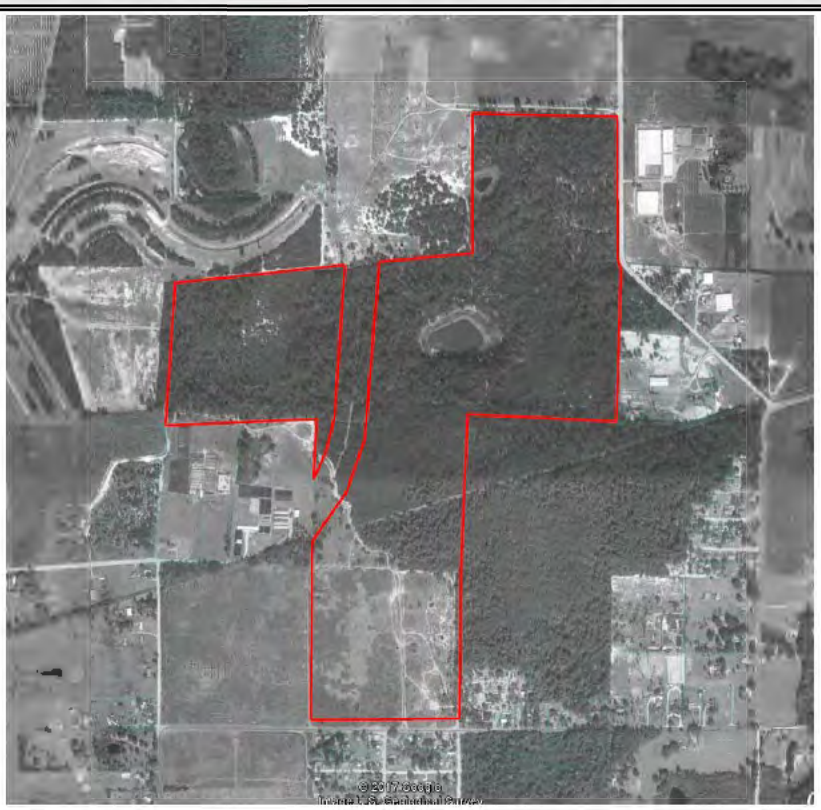
Aerial photographs available from the Florida Department of Transportation, University of Florida, and Google Earth Pro were reviewed to study the land use within and in the vicinity of the subject property to determine whether activities or businesses could have affected soil or groundwater quality. Specifically, aerial photographs were reviewed to determine the existence of potential sources or features indicative of contamination.

Aerial Date	Aerial	Description
1947		In the earliest available 1947 aerial photograph, the subject site and adjacent properties appear structurally undeveloped and partially wooded. No evidence of cattle grazing is noted. Citrus groves appear on the southern portion of the subject property and adjacent to the west. No irrigation wells sheds, barns or other structures are noted on or adjacent to the subject property. A railroad, now abandoned, appears to travel east-west through the southern portion of the subject property and an unpaved road appears to travel east-west on the middle of the subject property.

Aerial Date	Aerial	Description
1954		In the 1954 aerial photograph, the subject property appears essentially unchanged from the 1947 aerial photograph other than a small man-made pond in the northern portion of the groves along the west property line. Citrus groves appear developed on the eastern portion of the adjacent north properties, additional residences appear on the adjacent south properties and the portion of the adjacent west property north of the railroad appears to have been cleared.

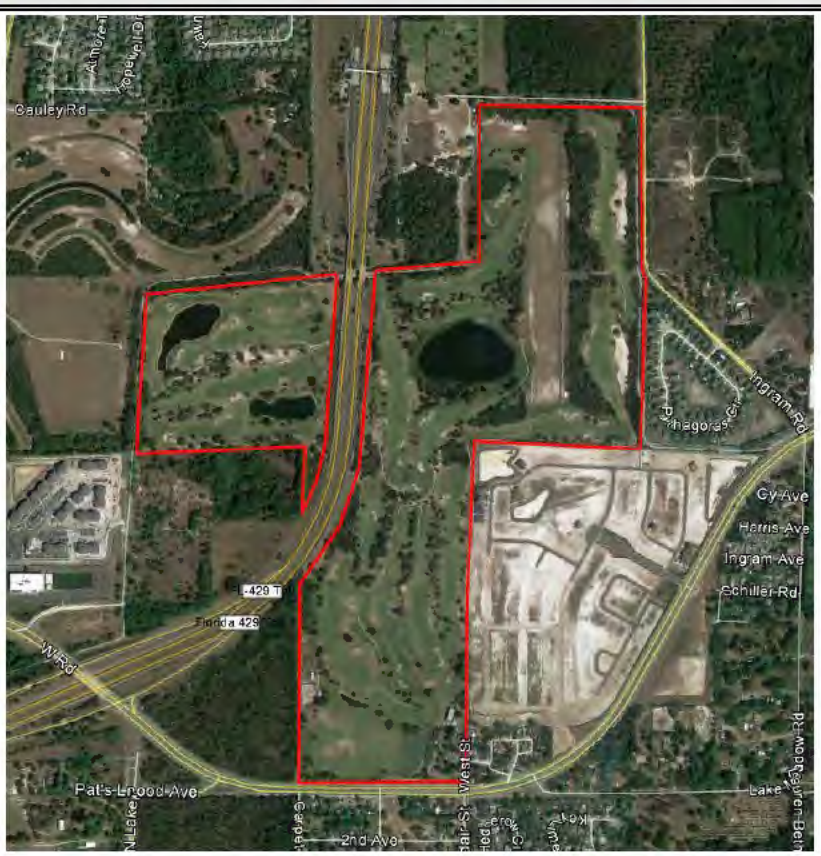
Aerial Date	Aerial	Description
1969		In the 1969 aerial photograph, the subject property appears more heavily wooded other than the groves on the southern portion. The undeveloped properties to the adjacent north, east and west also appear more heavily wooded. A farm appears on the adjacent east property currently developed with the Ingram Trails subdivision. The mobile home park on the adjacent east property along Clarcona Ocoee Road appears developed. Sparse groves appear on the adjacent north property north of the railroad.
1974		In the 1974 aerial photograph, the subject properties and adjacent properties appear essentially unchanged from the 1969 aerial photograph.

Aerial Date	Aerial	Description
1978		In the 1978 aerial photograph, the subject property and adjacent east and south properties appear essentially unchanged from the 1974 aerial photograph. The existing Winter Garden wastewater facility appears developed to the adjacent north and west of the portion of the subject property located west of S.R. 429. The adjacent west property north of the railroad appears to have been developed with some type of farm or plant nursery.
1984		In the 1984 aerial photograph, the subject property and adjacent north and south properties appear essentially unchanged from the 1978 aerial photograph. The farm or nursery on the adjacent west property north of the railroad appears to have expanded. The railroad now appears abandoned. A large nursery or warehouse facility appears developed on the northern portion of the adjacent east property.

Aerial Date	Aerial	Description
1990		In the 1990 aerial photograph, the groves on the subject property and adjacent north, south and west are absent or unmaintained. The remainder of the subject property and adjacent properties appear essentially unchanged from the 1984 aerial photograph.

Aerial Date	Aerial	Description
1999		In the 1999 aerial photograph, the subject property appears developed with the golf club and includes several additional ponds. The railroad line through the property has been removed. The adjacent east and south properties appear essentially unchanged from the 1990 aerial photograph. The future S.R. 429 has been cleared and the Memorial Gardens appears developed to the adjacent north. The former groves on the adjacent north property appears undeveloped and wooded. The farm on the adjacent west property north of the former railroad appears to have been demolished and a portion of this property appears in use as a construction office for S.R. 429.

Aerial Date	Aerial	Description
2006		In the 2006 aerial photograph, the subject property and adjacent north, south and west properties appear essentially unchanged from the 1999 aerial photograph although the construction office on the adjacent west property north of the former railroad is no longer visible as S.R. 429 is complete. The nursery or warehouse facility on the northern portion of the adjacent east property is no longer present.

Aerial Date	Aerial	Description
2017		In the 2017 aerial photograph, the subject property and adjacent properties appear essentially as they did during our site visit. The Forest Lake Estates subdivision appears under construction and the former nursery or farm on the adjacent east property appears developed with Ingram Trails. An apartment complex appears developed to the west.

There is a possibility that past agricultural operations related to the citrus grove operations in the surrounding areas may have downgraded regional groundwater quality. However, regulatory agencies are not currently pursuing assessment and remediation of contamination in orange grove areas, except in extreme cases where concentrated chemicals or contamination such as those associated with pesticide mixing areas, smudge pots, storage areas, etc. are identified. No evidence of a feature which would indicate an extreme case was identified in this limited study. If current or future improvements to the property include the use of on-site groundwater sources for water supply for drinking water or other domestic purposes, chemical analyses of the water would be recommended to determine the adequacy of the groundwater for the intended purpose.

The review of the aerial photographs did not reveal obvious toxic or hazardous contamination or potential sources of contamination with the exception of the abandoned railroad and the agricultural activity in the vicinity of the site, as discussed above.

A former railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's. This railway has been converted into the West Orange Trail for recreational use. To our knowledge, the railroad beds were tested and remediated by Orange County when the railway was converted to the trail project. However, no reports could be found indicating the rail beds had been tested for arsenic, polynuclear aromatics and other contaminants which are frequently found in railroad right of ways. We presume any such contamination was removed when the railway was converted to the trail.

4.4 Vapor Migration Concerns

A Tier 1 vapor intrusion screening assessment was conducted in general accordance with ASTM E2600-10. No on-site petroleum spills, any chlorinated solvent discharges, or other potential sources of chemical vapors that could impact indoor air quality have been reported. Therefore, no reported potential vapor intrusion concerns were identified.

4.5 Data Gaps

No significant data gaps were encountered during the writing of this report that affected the environmental professional's ability to render an opinion regarding the environmental conditions at the subject property.

5.0 FINDINGS AND CONCLUSIONS

The subject property is approximately 231.8 acres in area and is located at 10521 Clarcona Ocoee Road in Orange County, Florida. The property is currently developed with the Forest Lake Golf Club, an eighteen-hole golf course, which includes a clubhouse, maintenance area and reclaimed water pump station and infiltration ponds. The golf course and associated facilities were developed in the early 1990s and are divided by S.R. 429. The majority of the site was undeveloped land prior to the current development with the exception of the southern portion which was previously developed with citrus groves from as early as 1947 to the late 1980's or early 1990's. No sheds, pump stations or other structures associated with citrus grove operations were observed on or near the subject property in the aerial photographs.

In addition, an abandoned railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's. This railway has been converted into the West Orange Trail for recreational use. To our knowledge, the railroad beds were tested and remediated by Orange County when the railway was converted to the trail project. However, no reports could be found indicating the rail beds had been tested for arsenic, polynuclear aromatics and other contaminants which are frequently found in railroad right of ways. We presume any such contamination was removed when the railway was converted to the trail.

The Orange County Property Appraiser's Office lists the City of Ocoee as the owner of the subject property parcels. A chain-of-title search was not performed as part of this investigation.

There are no NPL, RCRA-TSD (treatment, storage, disposal) or RCRA CORRACTS-TSD (Corrective Action TSD) sites located within one mile of the subject property. No CERCLA sites are located within ½ mile of the subject property.

The ERNS list was reviewed; the subject property does not appear on this list.

There are no RCRA-listed hazardous waste generators located within ⅛ mile of the subject property.

The EDR report was reviewed and the DEP's STCM database was searched to explore whether petroleum storage tanks are registered for the subject property or for any adjacent properties. No tanks are registered for the subject property. Tanks are registered for one facility on an adjacent south property, Becky's Country Store. A discharge has been reported at Becky's Country Store.

The EDR report and DEP's STCM database was also reviewed to determine if any reported instances of petroleum contamination have occurred within ¼ mile of the subject property. A discharge was reported at Becky's Country Store; however, the facility is no considered a significant environmental concern.

Based on review of the EDR report, no contaminated drycleaners are located within ½ mile of the subject property.

No FDEP Waste Cleanup site is located within ½ mile of the subject property.

EDR reviewed the DEP's Solid Waste Facility Directory to determine the location of landfills, incinerators, transfer stations and other solid waste facilities. Based on the findings of the EDR report, one such facility is located within ½ mile of the subject property. The Ocoee Apopka Road Debris Staging Area is not considered a significant environmental concern.

Based on review of the EDR report, no Brownfields sites are located within ½ mile of the subject property.

Based on review of the EDR report, an adjacent north property at 5262 Ingram Road has a well that contains EDB above the drinking water standards. In addition, the northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within an EDB delineation area. Since EDB has been detected in a nearby well and a portion of the property is located within a delineation area, if future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended. Also note that construction of groundwater recovery wells within the EDB delineation area may be prohibited or restricted.

Based on the findings of the EDR report, no Federal Institutional/Engineering Control Registry sites are located within 1 mile of the subject property.

No off-site vapor migration concerns were identified. No on-site vapor intrusion concerns were identified.

Based on review of the EDR report, no Activity and Use Limitations (AUL) were found for the subject property.

We have performed a Phase I Environmental Site Assessment following the scope and limitations of ASTM Practice E 1527-13 and 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI) for the approximate 229.4-acre Forest Lake Golf Club and associated clubhouse and maintenance areas, located at 10521 Clarcona Ocoee Road in Orange County, Florida. Any exceptions to, or deletions from, this practice are presented in Appendix VI of this report. This inquiry has not identified conditions indicative of releases or threatened releases of hazardous substances or petroleum products on, at, in, or to the subject property, with the exception of the following:

- A golf cart wash down area is located north of the cart barn. The curbing has been removed and a small ditch has been excavated to allow the wash water to flow away from the pad which is cracked and etched. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond also appears to be used to wash down equipment and fill sprayer tanks. Water in the pond had a stagnant and milky appearance. Pesticides, herbicides, metals, petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.

- The pad on the north side the maintenance shop has petroleum stains and rust rings from drums and 5 gallon buckets. Petroleum has washed off the pad and impacted adjacent soils. One bucket of parts washer solvent remains on the pad. The impacted soils should be removed.

Soil and groundwater sampling and testing is recommended relative to these concerns. Also, as noted in the report, several de minimis conditions were noted. While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

6.0 RELIANCE

This report presents the results of Ardaman & Associates, Inc.'s assessment, as described herein, and is intended only for use by CEC Golf Design and the City of Ocoee to identify conditions indicative of releases of hazardous and threatened releases of hazardous substances on, at, in, or to the subject property for the purpose of evaluating the property relative to real estate transactions related to the property. It was prepared in accordance with our agreement for consulting services.

7.0 ENVIRONMENTAL PROFESSIONALS STATEMENT

The consultants listed below declare that, to the best of their professional knowledge and belief, they meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312 and they have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject site. They have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

It has been a pleasure to be of assistance to you on this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Kathryn B. Minter
Geologist

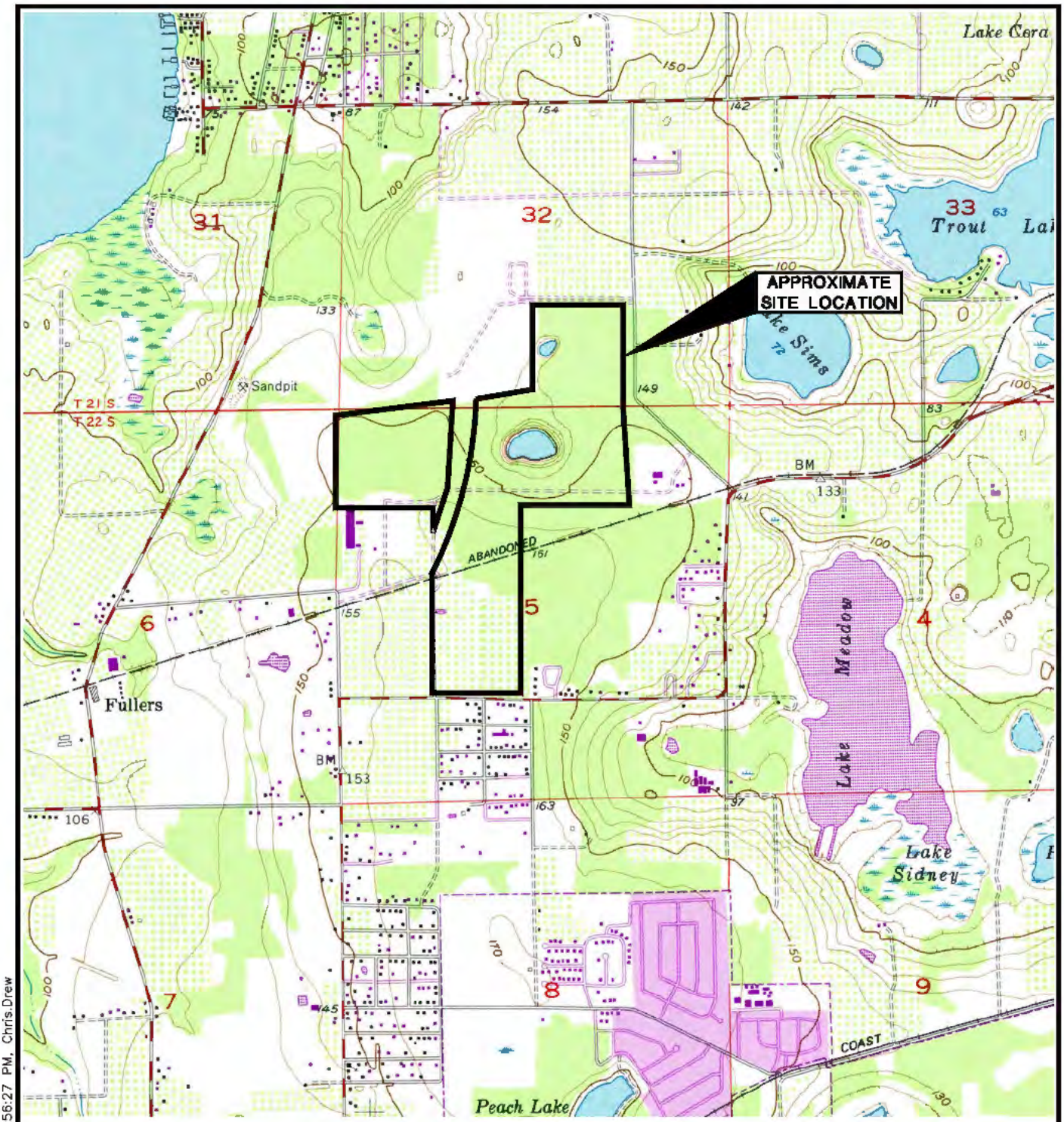
Carl R. Stephens, P.E.
Senior Project Engineer

KBM/CRS/kbm
17-6649 Forest Lake Golf Club ESA kbm.doc (2017 Env.)

8.0 REFERENCES

The following documents, maps, web sites or other publications may have been used in the preparation of this report.

- American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-05).
- 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI).
- Aerial Photography: Florida Project Aerial Photographs. 1947, 1954, 1969. August 2017. < http://web.uflib.ufl.edu/digital/collections/FLAP/ >
- Florida Department of Transportation Historical Aerial Photographs. 1974, 1978, 1984, 1990, 1999.
- Google Earth Pro© Aerial Photographs. 2006, 2017.
- Florida Department of Environmental Protection's OCULUS web site. August 2017. < http://dwmedms.dep.state.fl.us/Oculus/ >
- Orange County Property Appraiser Online. August 2017. < http://www.ocpafl.org >
- USGS 7.5 Minute Quadrangle Series Topographic Maps of Winter Garden, published by the USGS. August 2017. < http://www.usgs.gov >



SECTIONS 5 & 32
TOWNSHIPS 22 & 21 SOUTH
RANGE 28 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: WINTER GARDEN, FLORIDA 1956
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1984)

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SCALE: (FEET)

QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 17-6649	APPROVED BY:	FIGURE: 1

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NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 03/17/2017.

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SCALE: (FEET)

AERIAL PHOTOGRAPH OF SUBJECT SITE

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/18/17
FILE NO. 17-6649	APPROVED BY:	FIGURE: 2

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NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 03/05/2016.

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SCALE: (FEET)

CLUBHOUSE AND CART BARN AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 17-6649	APPROVED BY:	FIGURE: 3

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NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 03/17/2017.

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SCALE: (FEET)

MAINTENANCE AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

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Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Golf Cart Wash Down Area

Cart Wash Down Ditch

Cart Wash Down Area

Cart Barn

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Putting Practice Green

Club House

Driving Range

Course Green

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Maintenance Area Wash Down Pad

Gas and Diesel Storage Tanks

Maintenance Area Wash Down Pond

Secondary Wash Down Area Near Shop

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Maintenance Area South of Shop

Shop Lift

Parts Washer

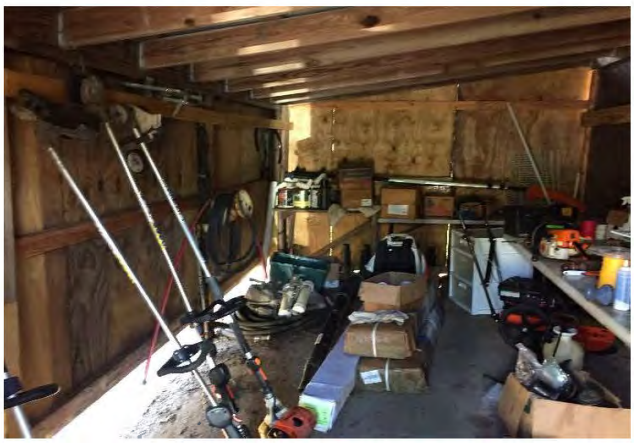
Mowers in Shop

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Pesticide Storage

Pesticide Room, Catch Basin

Fertilizer Storage Area



Small Equipment and Miscellaneous

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Petroleum Spill Off Pad North of Shop

De Minimis Leak Next To Tractor North of Shop

De Minimis Oil Leak North of Shop

De Minimis Oil Leak From Pumps in Trailer

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road, Ocoee

Turbine Pumps for Reclaim Water

Reclaimed Water Holding Pond

Reclaimed Water Infiltration Ponds

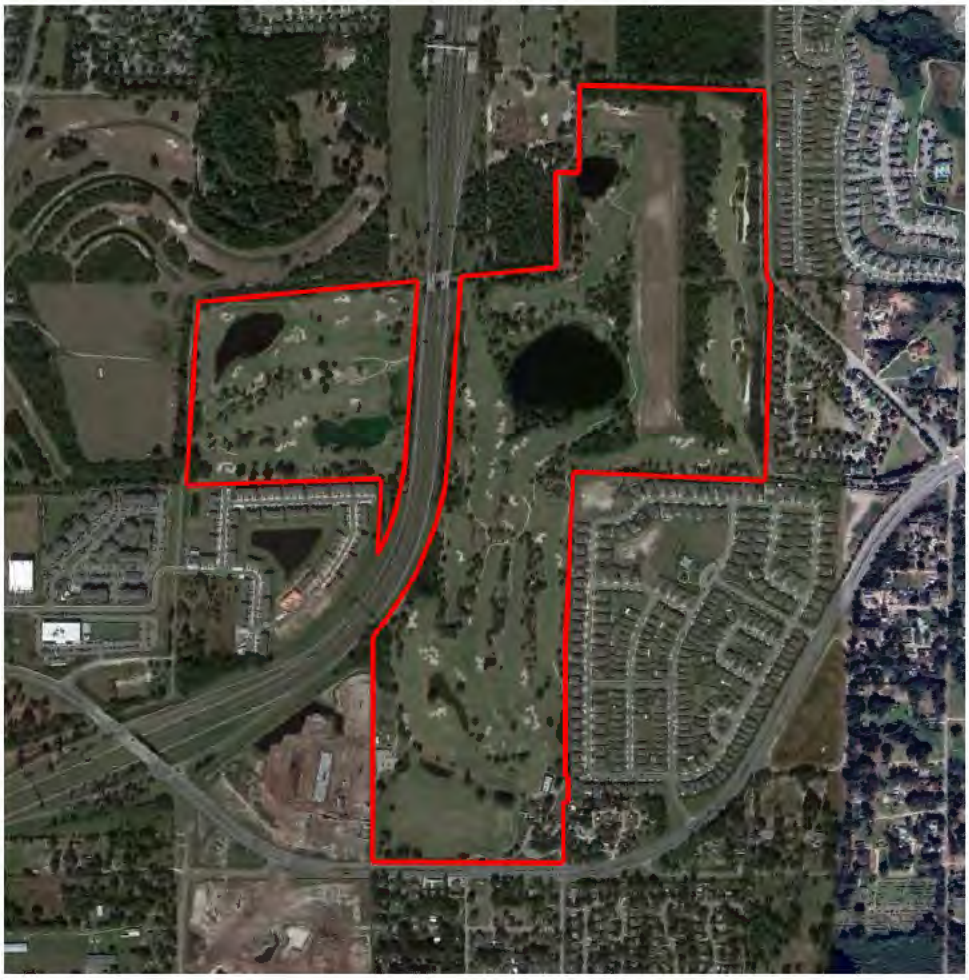
Lake in North Central Portion of Property

July 2024 ESA

Phase I Environmental Site Assessment

Ardaman & Associates, Inc.

Phase I Environmental Site Assessment Report
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida



Client:

JA Hospitality, LLC
7009 Dr. Phillips Blvd., Suite 130
Orlando, FL 32819

Prepared By:

Ardaman & Associates, Inc.
8008 S. Orange Avenue
Orlando, Florida 32809
(407) 855-3860

Ardaman File No. 24-6620

www.Ardaman.com

July 18, 2024

Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

July 18, 2024
Ardaman File No. 24-6620

JA Hospitality, LLC
7009 Dr. Phillips Blvd., Suite 130
Orlando, FL 32819

Attention: Mr. Peter Watzka
pwatzka@custsg.com

Subject: Phase I Environmental Site Assessment
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Dear Mr. Watzka:

As requested, we have completed a Phase I Environmental Assessment following the methodology of ASTM Practice E 1527-21 and 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) for the above referenced site. This Phase I ESA provides our professional opinion relative to the possibility of recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, de minimis conditions and significant data gaps as defined in ASTM Practice E 1527-21 and 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI), in connection with the subject property.

This report was prepared by Kathryn B. Minter with Ardaman & Associates, Inc. under the supervision of Carl R. Stephens, P.E. Resumes are provided in **Appendix G**.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 40 CFR 312.10. We have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

We appreciate the opportunity to work with you on this project. If you have any questions concerning the findings and conclusions contained in this report, please contact Carl Stephens at (407) 855-3860 or via email at cstephens@ardaman.com or Kathryn Minter at (407) 620-0880 or via email at kminter@ardaman.com.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Florida Registry 5950

for

Kathryn B. Minter
Geologist

Carl R. Stephens, P.E.
Senior Project Engineer

KBM/CRS/kbm
24-6620 Forest Lake Golf Club ESA.docx (2024 Env.)

1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was conducted by Ardaman & Associates, Inc. (Ardaman) for Pathway Perceptions, LLC. This Phase I ESA was performed in general accordance with the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM International (ASTM) Designation: E1527-21, for the approximate 232-acre property located at 10521 Clarcona Ocoee Road in Orange County, Florida (Subject Property). The Subject Property was undeveloped, vacant land other than citrus groves on the southern portion until the existing golf course was constructed in 1990s. The Subject Property information is described in **Table ES.1.**

Table ES.1 – Property Information

Item	Description
Subject Property Name	Forest Lake Golf Club
Street Address	10521 Clarcona Ocoee Road
City	Apopka
County	Orange
State	Florida
Parcel Number(s)	05-22-28-0000-00-001 (229.40 acres) and 32-21-28-9154-01-012 (2.4 acres)
Acres	231.80
Owner	City of Ocoee
Current Use	Golf course

The purpose of this assessment is to determine whether hazardous substances or petroleum products have been released in, on, or at the Subject Property under conditions that would represent a recognized environmental condition (REC). **Table ES.2** summarizes known or suspect environmental conditions in connection with the Subject Property based on information collected during the ESA. The items may include RECs, controlled recognized environmental conditions (CREC), historical recognized environmental conditions (HREC), de minimis conditions, and significant data gaps. Definitions of environmental conditions are provided in **Section 2.1**.

Table ES.2 – Summary of Findings and Determinations

Finding	Determination
A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. A secondary area east of the pond also is used to wash down equipment and fill sprayer tanks and the rinsate sheet flows to the pond. Pesticides, herbicides, metals, petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.	REC
Long term use of the golf cart wash down area north of the cart barn for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.	REC
Several small areas of oil spills and leaks onto unpaved ground were observed.	De Minimis

Further details of the environmental conditions listed on **Table ES.2** are as follows:

1.1 RECs

The following RECs were identified:

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond is also used to wash down equipment and the rinsate sheet flows into the pond. The pond bottom had recently been excavated and soils could not be observed. The water in the pond had a dark green appearance. During the 2017 Phase I ESA site observations, the water in the pond had a milky appearance. Pesticides, herbicides, heavy metals, petroleum and other contaminants may have accumulated in the pond and on the ground at the secondary wash down area.

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater. The pond bottom had recently been excavated and soils could not be observed.

Soil and groundwater sampling and testing is recommended relative to these concerns.

1.2 CRECs

No CRECs were identified.

1.3 HRECs

No HRECs were identified.

1.4 De Minimis Conditions

The following *de minimis* conditions were identified:

- Mowers, tractors and other maintenance vehicles were observed north of the maintenance shop. This area is being cleaned up and mowed. We noted small motor and hydraulic oil spills under some of the vehicles, but the small spills could be considered a de minimis condition. Regardless, the leaks to bare soil should be stopped and the impacted soils should be removed.

- Older, out of service vehicles and equipment were stored in the “bone yard” along the west edge of the property, west of the maintenance shop. A trailer with the old turbine pumps for the reclaimed irrigation water was located in this area. Oil from the pumps has leaked onto bare ground. This de minimis condition that should also be cleaned up.

While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

1.5 Significant Data Gaps

No significant data gaps were identified.

2.0 INTRODUCTION

The subject property is located at 10521 Clarcona Ocoee Road in Apopka, Orange County, Florida. The subject property is developed with Forest Lake Golf Club, an eighteen-hole golf course, as well as a clubhouse, maintenance areas and one irrigation well pump house. The golf club is divided by S.R. 429. The subject property is situated in Section 5, Township 22 South, Range 28 East and in Section 32, Township 21 South, Range 28 East. The site location is superimposed on the Winter Garden, Florida USGS quadrangle map presented as the Site Location Map, **Figure 1**.

According to the tax parcel information provided on the Orange County Property Records website, the subject property parcels total 231.80 acres. The parcels are designated by the Orange County Property Appraiser as Parcel Identification Numbers 05-22-28-0000-00-001 and 32-21-28-9154-01-012. Photographic documentation of the site reconnaissance is presented in **Appendix A**.

The Subject Property is accessed from Clarcona Ocoee Road along the southern property boundary.

The Subject Property consists of an eighteen-hole golf course, a clubhouse, maintenance areas and a reclaimed water irrigation and infiltration facility. A 2021 aerial photograph of the subject property is included as **Figure 2**. A General Site Plan of the Clubhouse and Cart Barn is included as **Figure 3**. **A** General Site Plan of the Maintenance Area is included as **Figure 4**.

According to the Orange County Property Appraiser website, the Subject Property currently has the following structures:

Year Built	Building Area (Square Feet)	Description
1994	5,676	Clubhouse
1994	3,920	Main Maintenance Garage
1994	5,226	Cart Storage
1994	Unknown	Pump Shed

Based on site observations, an interview with Site Manager Mr. Ken Ezell and review of the property appraiser records, septic systems are used for the clubhouse and maintenance areas.

No evidence of current or previous heating oil tanks, such as vents or fill ports, was observed on the subject property during our site reconnaissance. The clubhouse is heated and cooled by electric air conditioning units. The cart barns and the maintenance buildings are cooled by portable electric fans.

2.1 Purpose

The purpose of this ESA is to identify whether recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or de minimis conditions are present on the Subject Property. RECs are (1) the presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the Subject Property under conditions that pose a material threat of a future release to the environment. HRECs are a previous release of hazardous substances or petroleum products affecting the Subject Property that have been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the Subject Property to any controls. A HREC is not a REC. CRECs are recognized environmental conditions affecting the Subject Property that have been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls. A de minimis condition is a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. A condition determined to be a condition is not a REC nor a CREC.

This ESA is intended to satisfy one of the requirements for the innocent landowner defense to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability: that is, the practices that constitute “all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good customary practice,” as defined in 42 U.S. Code Section 9601 (35)(B).

2.2 Detailed Scope of Services

The scope of work (SOW), based on ASTM E1527-21 Environmental Site Assessments: Phase I Environmental Site Assessment Process, is to identify whether RECs are present on the Subject Property. Phase I ESAs typically are conducted in a four-phase process, including: records review; site reconnaissance; interviews with current owners, occupants of the Subject Property, and local government agencies; and preparation of a report.

Report limitations are provided in **Section 2.4**. Deviations from ASTM E1527-21 are described in **Section 2.6**.

In addition to the site reconnaissance, readily available resources including, but not limited to, soil surveys, Subject Property maps, aerial photographs, U.S. Geological Survey (USGS) topographic maps, and regulatory records were reviewed. A listing of referenced documents utilized during this assessment is provided in **Section 10**.

ASTM E1527-21 establishes a 180-day viability period for Phase I ESA reports. The 180-day period commences upon the earliest date of five specific components of the report. The component dates and report viability date are summarized in **Table 2.1**.

Phase I Environmental Site Assessment Task	Date
Date of Initial Interview(s) of Past and Present Owners and Occupants	July 8, 2024
Date of Initial Regulatory Record Reviews	June 28, 2024
Date of Visual Inspection(s) of Subject Property and Adjoining Properties	July 8, 2024
Earliest Date of Interviews, Record Reviews, and Inspections	June 28, 2024
Report Viability (expiration) Date	December 25, 2024

2.3 Significant Assumptions

In conducting the Phase I ESA, Ardaman assumes that all information obtained from others for the Subject Property, including environmental records search services, is correct and complete. Additionally, Ardaman assumes that the client and/or the current owner(s) and/or occupants within the Subject Property have provided Ardaman with all reasonably ascertainable prior environmental information concerning the Subject Property.

Ardaman assumes that the User will read this report in its entirety.

The direction of groundwater flow in the area of the subject property may have been assumed based on site observations of topographic slope, proximity of nearby water bodies, file record information, contamination assessment reports, and a review of current topographic maps. The actual groundwater flow in this area may vary from the assumed direction due to a number of influences.

Unless otherwise noted in this report, Ardaman relied on reports prepared by, and statements made by, others, but did not verify their accuracy. The only purpose of any discussion of a mechanical, electrical or conveyance system in this report, including wastewater, storm sewer, potable water, sanitary sewer, storage tank, transformer, mechanical, heating and cooling, solid waste, wells and septic systems, is to assess their possible effect on contaminating soil and/or groundwater on the subject property with hazardous materials or petroleum. The construction, operation, and verification of the actual presence of said systems, is outside the scope of work unless otherwise noted.

2.4 Limitations

This Phase I ESA was performed in general accordance with ASTM Standard E1527-21 and current, generally accepted practices and standards of care, consistent with the level of care and skill exercised under similar circumstances by other professional consultants or firms performing the same, or similar, services. Ardaman notes that no environmental standard can eliminate the role of professional judgment and that other parties may reach different conclusions. Therefore, this section identifies limitations associated with this Phase I ESA.

An ASTM Standard E1527-21 Phase I ESA is not a comprehensive site assessment and should not be construed as such. This report presents opinions that are based on the findings of visually observable on- and off-site conditions at the time of the site visit, a review of specific records and historical sources, and comments made by interviewees. The lack of evidence of Recognized Environmental Conditions (RECs) does not guarantee the absence of such conditions; rather, it indicates that none were identified as a result of the Phase I ESA scope of services implemented

and the conditions at the time the work was completed. Should additional documents and information become available it may be necessary for a re-evaluation of our conclusions. The conclusions of this report are based on available data.

This Phase I ESA is subject to the limitations cited in ASTM Standard E1527-21, including the limited period of viability of 180 days (as identified in **Table 2.1** in **Section 2.2**).

Unless specifically cited in this report, any conclusions associated with subsurface soil, soil vapor, and/or groundwater impacts, are limited to those that can be formed based on a review of the listed records, interviews with the listed individuals, visual observations at the time of inspection of the Subject Property, if applicable, and non-intrusive investigation. No borings, soil or groundwater sampling or chemical testing was conducted. Therefore, conclusions regarding the conditions of the site do not represent a warranty that all areas within the site area are of the same quality as may be inferred from observable site conditions and readily-available site history.

This Phase I Assessment is not designed to provide data accumulation, chemical or radiological analyses, or inferences as to surface/subsurface soil contamination or the conditions of surface or groundwater at the site. In addition, it is not designed to provide information concerning improvements to the property in particular, the contents or construction materials of building and support facilities. Conclusions drawn from the results of this assessment should recognize the limitations of the methods utilized.

This report and its findings are based on information from standard sources that are reasonably ascertainable (publicly available, readily obtainable within a reasonable time and cost, and practically reviewable). Ardaman has attempted to ascertain, but does not guarantee, the authenticity or reliability of information it has received from outside sources. Sources used in this report are cited in the text and in the listed as references in **Section 10**.

Client recognizes that the scope of work under this Phase I Environmental Assessment is limited by Client's budget for services, and that a more detailed and extensive scope of work at greater cost to the client may yield more accurate and reliable information regarding conditions at or near the property. Nevertheless, client recognizes and assumes the inherent risk of the scope of work performed under this Phase I Environmental Assessment.

As with all assessments, the level of information obtained is a function of both time and budgetary constraints. Additional information regarding subsurface conditions at the study site could be obtained. Should you desire these services we would be pleased to prepare an appropriate proposal outlining the cost and time frame associated with any additional services.

This report is not intended to be taken, in any manner, to include any critique or evaluation of the present land use activities or the structural, mechanical or electrical systems which may be incorporated into the project. It is not intended to be an opinion with respect to any legal relationship or responsibilities as between the architect, the engineers, the contractor, potential purchaser or the owner of the project. While we have reviewed some documents, any statement which we make related thereto is based on our experience as engineers and is not intended to be deemed a legal opinion or conclusion. In making this review and subsequent on-site inspections, Ardaman & Associates, Inc., does not assume any of the legal responsibilities of the design architects and engineers, or contractors for this project, nor is any other warranty or representation either expressed or implied, included or intended.

This Phase I ESA's limited scope of services precludes Ardaman from providing a warranty or guarantee regarding the presence or absence of hazardous substances or petroleum products

that could potentially affect the property. None of the work performed constitutes, nor should be represented as, a legal opinion of any kind or nature, but is a representation of professional findings of fact based on the information examined. Implementation or use of the findings or conclusions of this report does not preclude the potential for present or future environmental liability.

2.5 Exceptions

There are no exceptions.

2.6 Limiting Conditions/Deviations

There were no limiting conditions, deletions, or deviations from ASTM E1527-21.

2.7 Special Terms and Conditions

This ESA was conducted by Ardaman in accordance with our executed agreement dated June 17, 2024.

2.8 User Reliance

This Phase I ESA Report was prepared according to the scope of work approve JA Hospitality, LLC under the terms and conditions defined in the contract between JA Hospitality, LLC and Ardaman. This report is intended for the sole and exclusive use of JA Hospitality, LLC. No other party is granted Reliance on this report without the express written consent of JA Hospitality, LLC, execution of a Reliance Letter agreement between that party and Ardaman, and acceptance of the terms and conditions in the contract between JA Hospitality, LLC and Ardaman. To avoid any ambiguity, proper execution of a Reliance Letter in a form acceptable to Ardaman is a condition precedent to third-party reliance on the Report.

With the consent of JA Hospitality, LLC, Ardaman is available to work with other parties in developing probability estimates, assuming mutually agreed contract terms, given other parties unique risk management concerns.

3.0 USER PROVIDED INFORMATION

The following sections summarize information (if any) provided by the client (JA Hospitality, LLC), also identified as the User of this ESA. Ardaman provided an environmental User Questionnaire to Peter Watzka of JA Hospitality, LLC. The completed questionnaire is provided in **Appendix B**.

3.1 Title Records

Procurement of chain-of-title records were not included in the scope of work for this Phase I ESA.

According to the Orange County Property Appraiser's website, the subject parcel's last sales were as follows:

- Parcel No. 05-22-28-0000-00-001 was last granted to the City of Ocoee in December 1987.
- Parcel No. 32-21-28-9154-01-012 was last granted to the City of Ocoee in October 1993.

3.2 Environmental Liens and Activity and Use Limitations

Environmental liens and activity and use limitations (AULs) information was evaluated as part of this ESA. The Subject Property was not listed on the NPL Liens, Liens, CERCLA Liens Information, or Deed Restriction Listings databases searched by Environmental Data Resources (EDR). The EDR Database Report is included in **Appendix C.**

3.3 Specialized Knowledge

According to the Subject Property representative and User Questionnaire, the client has no specialized knowledge regarding or experience that is material to RECs associated with the Subject Property.

3.4 Actual Knowledge

According to the Subject Property representative and User Questionnaire, the client has no actual knowledge of any environmental lien or AULs encumbering the Subject Property or in connection with the Subject Property.

3.5 Valuation Reduction for Environmental Issues

The client has no knowledge of valuation reduction for environmental issues associated with the Subject Property.

3.6 Commonly Known or Reasonably Ascertainable Information

The client did not provide any other commonly known or reasonably ascertainable information regarding potential RECs.

3.7 Degree of Obviousness

The client is not aware of any obvious indications of the presence or likely presence of releases or threatened releases at the Subject Property.

3.8 Other

According to the client, this Phase I ESA was requested as part of a real estate transaction.

4.0 SITE RECONNAISSANCE

The purpose of the site reconnaissance is to collect information and make observations to help identify RECs, CRECs, HRECs and de minims conditions in connection with the Subject Property.

4.1 Observation

The Subject Property is comprised of two parcels totaling approximately 231.80 acres of land and is identified as having the address of 10521 Clarcona Ocoee Road. The Subject Property is a City of Ocoee Rapid Infiltration Basin (RIB) site for treated effluent that is improved with an 18-hole golf course and a club house and a driving range. The course is accessed from Clarcona Ocoee Road. Holes 3 through 7 are located on the portion of the course located west of SR 429. Structures on the property include a clubhouse and cart barn near the southeast corner of the property and a maintenance warehouse and storage shed near the southeast corner of the site.

The property is irrigated with reclaimed wastewater produced by the City of Ocoee. The RIB site does not appear to be active and based on conversation with George Clifton of CEC Golf Design Group, it appears that little to no water has been sent to the RIB site in recent years. A holding pond and pump station are located west of SR-429. A General Site Plan of the Clubhouse and Cart Barn is included as **Figure 3**. A General Site Plan of the Maintenance Area is included as **Figure 4**.

The Subject Property site visit was conducted on July 8, 2024 by Carl Stephens with Ardaman, accompanied by owner representative Geoge Clifton. At the time of the site reconnaissance, the Subject Property was occupied by the Forest Lake Golf Club. Photographs of the subject property taken during our walk-through are included in **Appendix A**.

4.2 Methodology

The Subject Property is accessed from Clarcona Ocoee Road to the south. The Subject Property site reconnaissance consisted of a walk-through of the Subject Property's structures and exterior areas to explore the presence or former presence of fuel tanks, drums, or other items of potential environmental concern.

The adjacent properties were also observed from adjoining public thoroughfares.

4.3 Interior Observations

Structures include the clubhouse, golf cart "barn", mower and equipment shed with a pesticide/fertilizer storage room, a maintenance shop and an office trailer.

The clubhouse consists of offices, a restaurant, a pro shop, locker rooms and a bar. The golf cart "barn" is located north of the clubhouse. The carts are mostly gasoline-powered at this time though 20 electric golf carts are used. No evidence of repair work in the golf cart "barn" was observed, though tool boxes are present on the work bench. Some concrete etching from battery acid was observed, but all was inside the barn.

A storage shed is located on the east side of the maintenance area. The shed has bins and bays for storage of sand, fertilizer, soil conditioners such as iron sulfate, spray rigs and small tools and miscellaneous parts and supplies. A dedicated pesticide room near the middle of the shed has a catch basin without a drain. Products in the pesticide storage room were primarily fungicides and surfactants. Products observed included herbicides Pylex, Kade 4L, MSO and Sulfentrazone, and fungicide Daconil. No evidence of significant spills or improper storage were observed inside or outside of the pesticide room. Small tools and miscellaneous items and supplies are stored in the closed in overhang at the north end of the shed. No concerns were noted in this area.

Lawnmowers and various maintenance vehicles are stored around the shop, under an awning north of the shop, and are serviced in the maintenance shop. No floor drains were noted in the shop. Adjacent to the shop is an office trailer. No chemical or parts storage was observed in the trailer. Some hydraulic oil leaks were observed east of the shop and north of the shop. However, based on apparent volume spilled, the spills appear to be de minimis quantities that do not have the potential to cause significant concerns. However, the impacted soils should be removed and disposed of none the less.

Two fuel storage tanks are located in a block containment south of the shop. No evidence of significant fuel spills were observed around or in the containment. A small trailer-mounted fuel

tank is kept at the cart barn to fuel golf carts. No evidence of any spills were observed around and near this fuel tank.

Table 4.1 summarizes the subject property interior observations. Affirmative responses are discussed in detail following the table.

Table 4.1 - Subject Property Interior Observations

Feature	Observed
Storage Tanks	No
Elevators (hydraulicly operated only)	No
Air Compressors	Yes
Fire Suppression System(s)	No
Incinerators	No
Stains or Corrosion on Floors, Walls, or Ceilings (except for staining from water)	Yes
Waste Treatment Systems (include process wastewater and indicate if present indoors and/or outdoors)	No
Presses/Stamping Equipment	No
Press Pits	No
Hydraulic Lifts or In-ground hoists	Yes
PCB-Containing Equipment	No
Paint Booth	No
Plating Tanks	No
Lathes, Screw Machines, etc.	No
Drums, Barrels, Totes, and/or Containers ≥ 5 gallons	No
Unidentified Substance Containers	No
Chip Hoppers	No
Hazardous or Petroleum Waste Streams	No
Underground Storage Tanks	No
Fuel Dispensers	No
Sumps or Cisterns	No
On-site Septic or Sewage Treatment	No
Wells (monitoring, vapor intrusion, potable water, or other wells)	Yes
Dry Cleaning Equipment	No
Photo Processing Equipment	No
Parts Washer	Yes
Cooking Grease Trap	No
Strong, Pungent, or Noxious Odors	No

Oil/Water Separators	No
Floor Drains, Trench Drains, etc.	No

Air Compressors: An air compressor is present inside the shop. No concerns were noted around the compressor.

Parts Washer: A parts washer is present inside the shop. No concerns were noted around the parts washer.

Stains or Corrosion on Floors: The golf carts were previously mostly electric with battery chargers mounted overhead throughout the golf cart "barn". Twenty electric carts are still used. Concrete etching from spilled battery acid was observed in the barn. If the barn is rinsed out, the lead in the acid would likely be deposited in the small pond north of the barn, via the drop drain north of the barn.

Hydraulic Lifts or In-ground Hoists: An above-ground lift was observed in the maintenance shop. The hydraulics are above ground and no evidence of significant leaks was observed.

Wells: The irrigation well pump house is located southwest of the clubhouse and consists of a small concrete block building housing the electric pump and well. No petroleum products or petroleum odors were observed in the pump house. No RECs were observed within the pump house.

Wells, Pump Stations: The reclaimed water pump station located west of SR 429 was observed. Four turbine pumps pump water from a holding pond to irrigate the golf course and send excess water to two infiltration basins in the northeast section of the property. A network of monitoring wells are located throughout the property and are sampled by the City of Ocoee. No emergency generators or gas or diesel powered equipment was observed in association with reclaimed water pumping and handling. No oil spills, chemicals or other concerns were observed around the pump station or other reclaimed water facilities.

Floor Drains: The pesticide shed has a catch basin in the concrete floor, but without a drain.

4.4 Exterior Observations

Table 4.2 summarizes the Subject Property exterior observations. Affirmative responses are discussed in detail following the table.

Table 4.2 - Subject Property Exterior Observations

Feature	Observed
Aboveground Storage Tanks	Yes
Underground Storage Tanks	No
Drums, Barrels, Totes and/or Containers > 5 gallons	Yes
Unidentified Substance Containers	No
Chip Hoppers	No
Hazardous or Petroleum Waste Streams	No

Feature	Observed
Wash Pads	Yes
Fuel Dispensers	Yes
Hydraulic Lifts or In-ground hoists	No
Sumps or Cisterns	No
On-site septic or sewage treatment	Yes
Oil/Water Separators	No
Floor Drains, Trench Drains, etc.	Yes
Pipeline Markers	No
Stressed Vegetation	No
Stained Soil or Pavement	Yes
Pad or Pole Mounted Transformers and/or Capacitors	No
PCB-Containing equipment	No
Wells (Drinking, irrigation, water supply, injection, abandoned, monitoring, dry, or other wells)	Yes
Pump Stations	Yes
Trash compactor	No
Soil Piles of Unknown Origin	No
Back-up power generator(s)	No
Cooling Towers	No
Exterior Dumpsters with Staining	No
Leachate or Other Waste Seeps	No
Trash, Debris, or Other Waste Materials	No
Uncontrolled Dumping or Disposal Areas	No
Surface Water Discoloration, Sheen, or Free Product	No
Strong, Pungent or Noxious Odors	No
Storm water retention or detention ponds	Yes

Aboveground Storage Tanks in Maintenance Area: Two 550-gallon aboveground fuel tanks (one diesel and one unleaded gasoline) were observed within a concrete block secondary containment structure south of the maintenance shop. No fuel staining or standing water was observed within the secondary containment, which did not have a drainage valve. It appears that rain water is pumped out as necessary. No monitoring wells were observed around the tanks, indicating that no assessment appears to have been performed previously. **Figure 4** is a General Site Plan of the Maintenance Area. Fuel for the golf carts is dispensed from an approximate 100-gallon, trailer-mounted fuel tank. The smaller tank is filled from the AST at the shop. 5-gallon gas cans were previously used and are kept onsite for backup. The ASTs will be discussed below in Section 4.4

Fuel Dispensers: Fuel dispensers are used for each of the three tanks listed above.

Golf Cart Wash Pad by Golf Cart Barn: Golf carts are washed on the pad north of the barn. A drain sends the wash water to a small pond to the east of the pad. The cart wash down area is of concern relative to potential accumulation of lead, petroleum and pesticides over the years.

Floor Drains, Wash Pads, Pond at Maintenance Area: An equipment wash pad is located adjacent and east of the ASTs. The pad has a drop drain that receives the wash water, which then flows through underground piping to a pond located about 100 feet south of the wash pad. A second drop drain for stormwater drainage is located north of the tank containment. The pesticide storage room is nearby and sprayer tanks are filled at the wash pad. A second area east of the pond is also used to wash equipment. This wash pad is not paved and wash water sheet flows to the pond. The water in the pond appeared green and stagnant, and in 2017 was observed to have a milky appearance. The wash down areas and pond are of concern relative to potential accumulation of pesticides, petroleum and other chemicals.

Drums, Barrels, Totes, and/or Containers ≥ 5 gallons: Four drums of used oil are being stored north of the shop in the weather. While not spills were noted in connection with the drums, we recommend that they be emptied, brought indoors and placed on containment pallets. Fertilizer totes were observed on-site though no concerns were noted in association with the totes.

Stained Soils at Maintenance Area: Several areas of oil stained soils were observed east and north of the shop. While the spills are small and considered a de minimis condition, the impacted soils should be removed and disposed of properly.

Wells: Four monitoring wells associated with the reclaimed water infiltration basins were observed. The wells are not of concern with respect to contamination.

On-site Septic or Sewage Treatment: Two septic systems are utilized at the golf course, one at the clubhouse and one at the maintenance shop. The septic systems are not considered a REC.

Stormwater Detention/Retention Ponds: Multiple ponds are located at the golf course, as is typical. No sheens, discolorations, odors or other concerns were noted in connection with the stormwater ponds.

4.5 Limiting Conditions

There were no limiting conditions during the site reconnaissance.

4.6 Current Use of Adjoining Properties and Surrounding Area

Adjoining properties were visually examined from public access rights-of-way to make a cursory assessment of the current land use and its potential for RECs which may have an impact on the Subject Property. The Subject Property appeared to be surrounded by light industrial and residential buildings.

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, residential subdivisions and a mobile home park are located on the adjacent east properties, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, two apartment complexes and a City of Winter Garden water facility are located on the adjacent west properties.

5.0 RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify RECs in connection with the Subject Property.

5.1 Physical Setting

The following sections provide information about the geologic, hydrogeologic, hydrologic, or topographic characteristics of the area.

5.1.1 Topography

Based on review of the 1980 Winter Garden, Florida, 7.5-minute USGS topographic map, the subject property appears to be relatively flat with an elevation of approximately 150 to 155 feet (NGVD). A pond on the northern portion of the property has elevations as low as 125 feet NGVD.

5.1.2 Geologic Setting

According to the Physiographic Divisions of Florida available at https://www.arcgis.com/, the Subject Property is located in the Central Lake District.

Based on the 1989 Soil Survey for Orange County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the Subject Property is located in areas mapped as the “Archbold fine sand, 0 to 5 percent slopes” soil series, “Basinger fine sand, frequently ponded, 0 to 1 percent slopes” soil series, “Candler fine sand, 0 to 5 percent slopes” soil series, pits, “Pomello fine sand, 0 to 5 percent slopes” soil series, “St. Lucie fine sand, 0 to 5 percent slopes” soil series, "Seffner fine sand, 0 to 2 percent slopes" soil series, "Tavares fine sand, 0 to 5 percent slopes" soil series and water.

The “Archbold fine sand, 0 to 5 percent slopes”, soil series consists of nearly level to gently sloping soils on low ridges and knolls on the flatwoods. The internal drainage of the “Archbold fine sand, 0 to 5 percent slopes” is moderately well-drained and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the “Archbold fine sand, 0 to 5 percent slopes” soil series is typically within 42 to 60 inches of the natural ground surface.

The “Basinger fine sand, frequently ponded, 0 to 1 percent slopes” soil series consists of nearly level sandy soils in shallow depressions and sloughs and along the edges of freshwater marshes and swamps. The internal drainage of the “Basinger fine sand, depressional” soil series is very poor and the soil permeability is rapid throughout. According to the Soil Survey, the seasonal high water table for the “Basinger fine sand, depressional” soil series is typically above the natural ground surface.

The “Candler fine sand, 0 to 5 percent slopes” soil series consists of nearly level to gently sloping sandy upland soil. The internal drainage of the “Candler fine sand, 0 to 5 percent slopes” is excessive and the soil permeability is rapid in the surface and subsurface layers, and rapid to moderately rapid in the subsoil. According to the Soil Survey, the seasonal high water table for the “Candler fine sand, 0 to 5 percent slopes” soil series is typically at a depth of more than 80 inches below the natural ground surface.

The area north of the maintenance shop is located in an area mapped as Pits. This map unit consists of excavated areas of unconsolidated or heterogeneous soil which has been removed primarily for use in road construction or as fill material in low areas and for building foundations.

The “Pomello fine sand, 0 to 5 percent slopes” soil series consists of nearly level to gently sloping soil on low ridges and knolls on the flatwoods. The internal drainage of the “Pomello fine sand, 0 to 5 percent slopes” is moderately well-drained and the soil permeability is very rapid in the surface and subsurface layers, moderately rapid in the subsoil and rapid in the substratum. According to the Soil Survey, the seasonal high water table for the “Pomello fine sand, 0 to 5 percent slopes” soil series is typically within 24 to 40 inches of the natural ground surface.

The “St. Lucie fine sand, 0 to 5 percent slopes” soil series consists of deep, nearly level to gently sloping soil on the uplands. The internal drainage of the “St. Lucie fine sand, 0 to 5 percent slopes” is excessive and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the “St. Lucie fine sand, 0 to 5 percent slopes” soil series is typically within 72 inches of the natural ground surface.

The "Seffner fine sand, 0 to 2 percent slopes" soil series consists of nearly level soil on the rims of depressions and on broad, low ridges on the flatwoods. The internal drainage of the "Seffner fine sand" is somewhat poor and the soil permeability is rapid throughout. According to the Soil Survey, the seasonal high water table for the "Seffner fine sand" soil series is typically within 18 to 40 inches of the natural ground surface.

The "Tavares fine sand, 0 to 5 percent slopes" soil series consists of nearly level to gently sloping soil on low ridges and knolls on the uplands throughout the county. The internal drainage of the "Tavares fine sand, 0 to 5 percent slopes" is moderately well drained and the soil permeability is very rapid throughout. According to the Soil Survey, the seasonal high water table for the "Tavares fine sand, 0 to 5 percent slopes" soil series is typically within 40 to 80 inches of the natural ground surface.

5.1.3 Hydrogeology

Based on our review of the USGS map, near-surface groundwater flow direction in the vicinity of the subject property is anticipated to be generally to the west, towards Lake Apopka. No symbols indicating the presence of pits, mining activities, or landfill activities are illustrated on the subject property on the USGS quadrangle map. A sand pit is shown on the USGS quadrangle map, approximately ¼ mile west of the subject property. The depth to groundwater is unknown.

5.2 **Historical Records Review**

Historical data regarding the Subject Property were gathered to determine past uses and evaluate visible environmental issues that may constitute RECs. If included with the Subject Property research data, the uses of the adjoining and surrounding area were also evaluated for environmental issues that may constitute RECs. The following sections describe the aerial photographs, Sanborn® maps, topographic maps, city directories, and ownership information reviewed for the Subject Property.

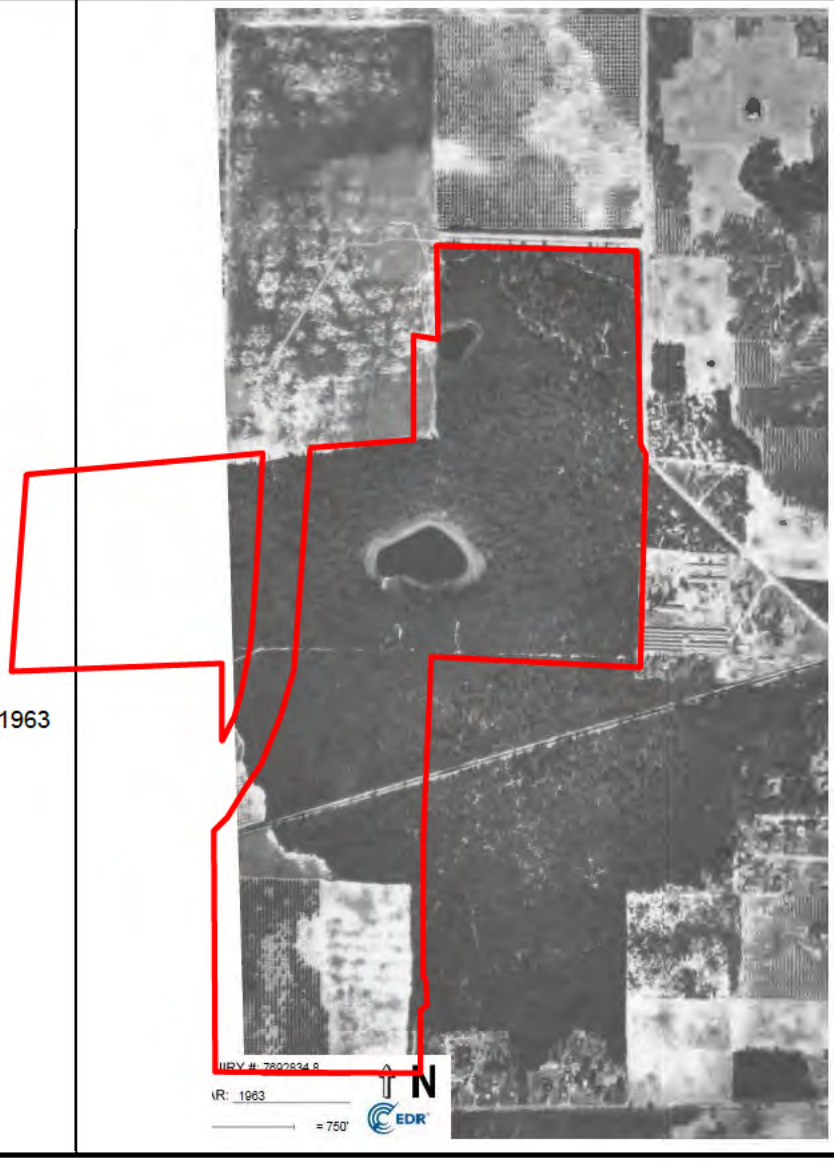
5.2.1 Aerial Photographs

Aerial photographs available from the EDR Aerial Photo Decade Package and Google Earth Pro were reviewed to study the land use within and in the vicinity of the subject property to determine whether activities or businesses could have affected soil or groundwater quality. Specifically, aerial photographs were reviewed to determine the existence of potential sources or features indicative of contamination. A summary of the aerial photographs is provided in **Table 5.1** below.

Table 5.1 – Review of Aerial Photographs

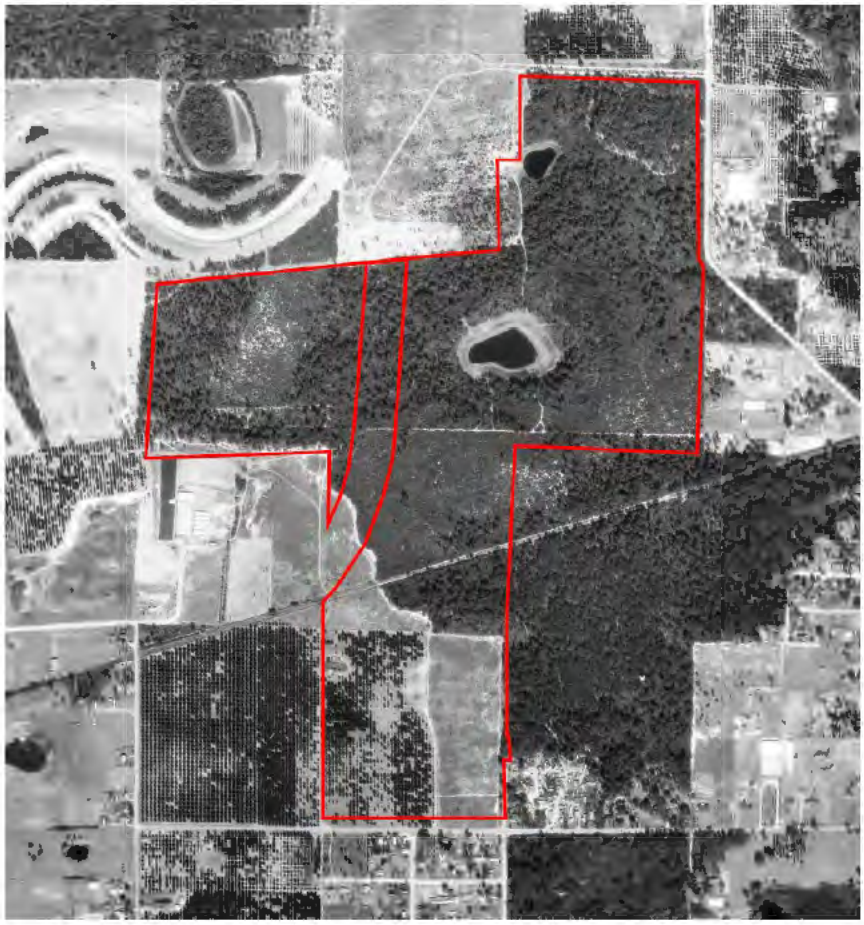
Aerial Date	Aerial	Description
1947		In the earliest available 1947 aerial photograph, the subject property and adjacent properties appear structurally undeveloped and partially wooded. No evidence of cattle grazing is noted. Citrus groves appear on the southern portion of the subject property and adjacent to the west. No irrigation wells sheds, barns or other structures are noted on or adjacent to the subject property. A railroad, now abandoned, appears to travel east-west through the southern portion of the subject property and an unpaved road appears to travel east-west on the middle of the subject property.

Aerial Date	Aerial	Description
1957		In the 1957 aerial photograph, the subject property appears essentially unchanged from the 1947 aerial photograph other than a small man-made pond in the northern portion of the groves along the west property line. Citrus groves appear developed on the eastern portion of the adjacent north properties, additional residences appear on the adjacent south properties and the portion of the adjacent west property north of the railroad appears developed with citrus groves. A farm appears on the adjacent east property currently developed with a residential subdivision.

Aerial Date	Aerial	Description
1963		In the 1963 aerial photograph, the western portion of the property is not shown. The visible portions of the subject property and the adjacent properties appear essentially unchanged from the 1957 aerial photograph

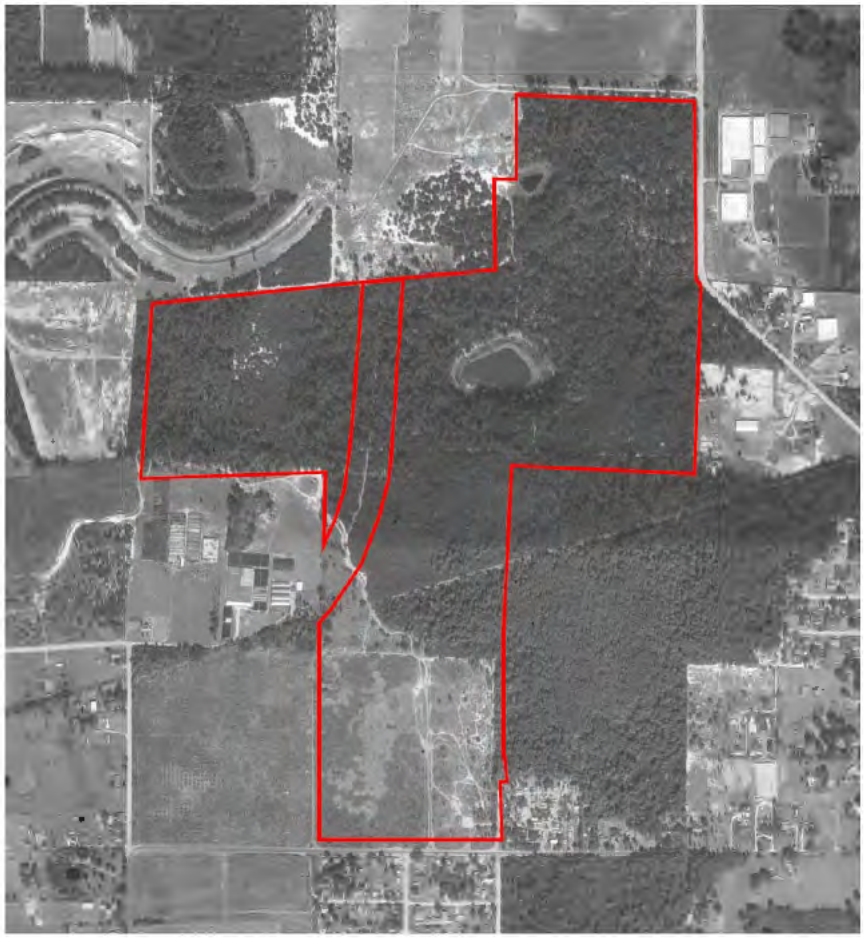
Aerial Date	Aerial	Description
1969		In the 1969 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1963 aerial photograph other than the mobile home park on the adjacent east property along Clarcona Ocoee Road appears developed.

Aerial Date	Aerial	Description
1974		In the 1974 aerial photograph, the subject properties and adjacent properties appear essentially unchanged from the 1969 aerial photograph.

Aerial Date	Aerial	Description
1978		In the 1978 aerial photograph, the subject property and adjacent east and south properties appear essentially unchanged from the 1974 aerial photograph. The existing Winter Garden wastewater facility appears developed to the adjacent north and west of the portion of the subject property located west of S.R. 429. The adjacent west property north of the railroad appears to have been developed with some type of farm or plant nursery.

Aerial Date	Aerial	Description
1984		In the 1984 aerial photograph, the subject property and adjacent north and south properties appear essentially unchanged from the 1978 aerial photograph. The farm or nursery on the adjacent west property north of the railroad appears to have expanded. The railroad now appears abandoned. A large nursery or warehouse facility appears developed on the northern portion of the adjacent east property.

Aerial Date	Aerial	Description
1989		In the 1989 aerial photograph, the groves on the subject property and adjacent north, south and west are absent or unmaintained. The remainder of the subject property and adjacent properties appear essentially unchanged from the 1984 aerial photograph.

Aerial Date	Aerial	Description
1990		In the 1990 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1989 aerial photograph.

Aerial Date	Aerial	Description
1995		In the 1995 aerial photograph, the subject property appears developed with the existing golf course. The adjacent properties appear essentially unchanged from the 1990 aerial photograph.

Aerial Date	Aerial	Description
1997		In the 1997 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 1995 aerial photograph.

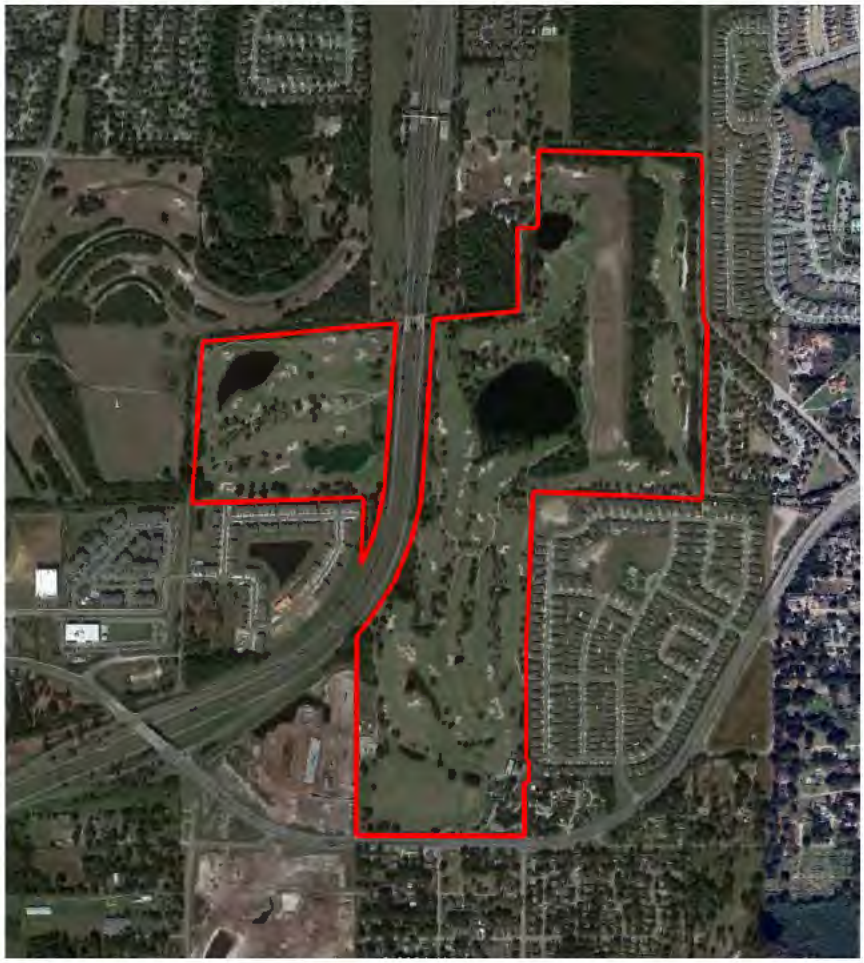
Aerial Date	Aerial	Description
1999		In the 1999 aerial photograph, the subject property and adjacent east and south properties appear essentially unchanged from the 1997 aerial photograph. The future S.R. 429 has been cleared and the Memorial Gardens appears developed to the adjacent north. The portion of the farm on the adjacent west property north of the former railroad appears to have been turned into a construction office for S.R. 429.

Aerial Date	Aerial	Description
2007		In the 2007 aerial photograph, the subject property and adjacent north, south and west properties appear essentially unchanged from the 1999 aerial photograph although the remainder of the farm and construction office on the adjacent west property north of the former railroad is no longer visible as S.R. 429 is complete. The nursery and/or warehouse facilities on the northern portion of the adjacent east properties are longer present and a subdivision appears under construction.

Aerial Date	Aerial	Description
2010		In the 2010 aerial photograph, the subject property and adjacent north, south and west properties appear essentially unchanged from the 2007 aerial photograph. One of the existing subdivisions to the adjacent east appears developed while the southern portion of the adjacent east property appears to have been cleared.

Aerial Date	Aerial	Description
2015		In the 2015 aerial photograph, the subject property and adjacent properties appear essentially unchanged from the 2010 aerial photograph.

Aerial Date	Aerial	Description
2019		In the 2019 aerial photograph, the subject property and adjacent north and south properties appear essentially unchanged from the 2015 aerial photograph. Two additional subdivisions appear developed to the adjacent east and an area south of the portion of the subject property on the west side of SR 429 appears to have been cleared.

Aerial Date	Aerial	Description
2021		In the 2021 aerial photograph, the subject property and adjacent properties appear essentially as they did during our site visit although the apartments to the adjacent west on the north and south sides of SR 429 appear complete.

The review of the aerial photographs did not reveal obvious toxic or hazardous contamination or potential sources of contamination that were not previously addressed.

5.2.2 Fire Insurance Map Report

Fire Insurance maps of the Subject Property were ordered EDR; however, no maps were available for the Subject Property and vicinity. A summary of the fire insurance map report is included in **Appendix E**.

5.2.3 City Directories

A City Directory Image Report was provided by EDR and was reviewed for information regarding the past uses of the Subject Property and surrounding area. The Subject Property and facilities that are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Subject Property are summarized in **Table 5.2**. The city directory report is included in **Appendix E** and various years between 1969 and 2020 were reviewed.

The subject property golf course was listed in the 2017 and 2020 directories. The subject property address was not listed in any other directories between 1992 and 2014. The adjacent south former gasoline station was listed as Becky's Country Store in 1992, La Chiquitas Market in 2010 and Mai Food Mart in 2017 and 2020.

5.2.4 Historical Topographic Maps

Historic topographic maps of the Subject Property were provided by EDR and were reviewed for information regarding the past uses of the Subject Property and surrounding area. A summary of topographic maps reviewed is provided in **Table 5.2** and the topographic maps are included in **Appendix E.**

Table 5.2 - Review of Topographic Maps

Years	Description
1956/60	The map depicts citrus groves on the southern half of the subject property south of the railroad and to the adjacent west and north. Residences appear developed to the adjacent south and near the southeast corner of the subject property. The remainder of the subject property and adjacent properties appear undeveloped.
1970	The former farm to the adjacent east on the north side of the former railroad appears developed. Additional groves are present on the portion of the subject property south of the former railroad.
1980	The former farm/nursery to the adjacent west on the west side of SR 429 appears developed. The railroad is labeled as abandoned. No other significant changes were observed.
1984	No significant changes to the Subject Property or surrounding area were observed.
2012	No structures are shown on the map. The subject property appears developed with the existing golf course, the existing memorial gardens appear developed to the adjacent north and the existing wastewater facility appears developed to the adjacent west.
2015	The former farm to the adjacent east and north of the former railroad has been developed into the existing residential subdivision.
2018	No significant changes to the Subject Property or surrounding area were observed.
2021	The existing residential subdivision to the adjacent east on the north side of Clarcona Ocoee Road appears developed.

5.2.5 Chain-of-Title

Procurement of chain-of-title records were not included in the scope of work for this Phase I ESA.

5.2.6 Previous Environmental Reports

Ardaman conducted a previous Phase I ESA for the golf course in August 2017. The following RECs and de minimis conditions were identified:

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond

via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond also appears to be used to wash down equipment and fill sprayer tanks. Water in the pond had a stagnant and milky appearance. Pesticides, herbicides, metals, petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.

- The pad on the north side the maintenance shop has petroleum stains and rust rings from drums and 5 gallon buckets. Petroleum has washed off the pad and impacted adjacent soils.

Soil and groundwater sampling and testing was recommended relative to these concerns. Also, several de minimis conditions were noted. While testing is not recommended relative to the de minimis conditions, the oil leaks should be stopped and any impacted soils should be removed. Select portions of the 2017 Phase I ESA are included in **Appendix F**.

5.2.7 Past Uses of Subject Property

Orange County Property Appraiser records and historical aerial photographs from 1947 to the present indicated that the majority of the subject property appeared as undeveloped, wooded land with no apparent uses prior to the construction of the golf course in the mid 1990's. The southern portion of the property was previously developed with citrus groves from as early as 1947 to the late 1980's or early 1990's, when the groves appeared unmaintained. No structures associated with citrus grove operations were observed on the aerial photographs.

The two large ponds on the northern portion of the property on the east side of S.R. 429 do not appear to be man-made and have been located on the property since at least 1947. No evidence of cattle grazing was observed in the aerial photographs. A railroad traversed the southern portion of the property. The railroad was operational from at least 1947 through the late 1970's to early 1980's.

5.2.8 Past Uses of Adjoining Properties

Based on field observations, S.R. 429, Orlando Memorial Gardens, a City of Winter Garden water facility and undeveloped, wooded land are located on the adjacent north properties, residential subdivisions (Ingram Trails and Forest Lake Estates) and a mobile home park are located on the adjacent east properties, single-family residences, a church and a convenience store are located on the adjacent west properties, across Clarcona Ocoee Road and S.R. 429, two apartment complexes and a City of Winter Garden water facility are located on the adjacent west properties.

Based on review of historical aerial photographs and property appraiser records, S.R. 429 appeared under construction in the late 1990's and appeared complete in the 2007 aerial photograph. Orlando Memorial Gardens appeared to have been developed in the mid 1990's on previously undeveloped, partially wooded land. The City of Winter Garden water facility appears to have been developed in the 1970's on previously undeveloped, partially wooded land.

The Ingram Trails subdivision appears to have been developed in the late 2000's on land previously occupied by a farm from the 1960's until the construction of the subdivision. The Forest Lake Estates subdivision appears to have been recently constructed on previously undeveloped, partially wooded land. The mobile home park appears to have been developed in the 1960's on previously undeveloped, partially wooded land. The undeveloped, wooded land on the northern portion of the adjacent east property was previously developed with a warehouse facility from the early 1980's through the early 2000's.

The single-family residences, church and convenience store to the adjacent south appear to have been developed as early as 1947. Citrus groves also occupied portions of the adjacent south properties from as early as 1947 through the 1990's, when the groves appeared sparse.

Citrus groves occupied the adjacent west property south of the abandoned railroad as early as 1947 through the 1990's, when the groves appeared sparse. The property remained undeveloped until the recent construction of the apartment complex.

Groves also occupied the adjacent west property north of the abandoned railroad from the 1960's through the 1990's, when the groves appeared sparse. A farm or possibly a citrus-packing facility appears to have also occupied this portion of the adjacent west property from the 1970's through the 1990's. In the 1999 aerial photograph, the farm or packing facility appeared to have been demolished and a portion of the property appeared developed with a construction office for the S.R. 429 construction. This office was no longer visible in the 2006 aerial photograph, when S.R. 429 was complete. This area became developed with an apartment complex in the early 2020s.

5.2.9 Past Uses of Surrounding Area

Based on our review of historical use of the surrounding area, previous land uses included wooded land, residential and commercial/light industrial development. Solid waste facilities and storage tank sites were identified and will be discussed in the regulatory records section, **Section 5.3.**

5.3 Regulatory Records Review

Federal, state, and local records were reviewed to assess whether the Subject Property or facilities within the ASTM E1527-21 approximate minimum search distance have experienced significant unauthorized releases of hazardous substances or other events with potentially adverse environmental effects. Ardaman contracted with EDR to perform a database search of the Subject Property in accordance with ASTM E1527-21. The database report is provided in **Appendix C** and the number of facilities listed are summarized in **Table** 5.3.

Table 5.3 - Databases Searched and Number of Facilities Identified

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
Federal Records from Standard Sources			
NPL	National Priority List	0	NA
Proposed NPL	Proposed National Priority List Sites	0	NA
NPL LIENS	Federal Superfund Liens	0	NA
DELISTED NPL	National Priority List Deletions	0	NA
FEDERAL FACILITY	Federal Facility Site Information	0	NA
SEMS	Superfund Enterprise Management System	0	NA
SEMS-ARCHIVE	Superfund Enterprise Management System Archive	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
SEMS LIENS	Superfund Enterprise Management System Liens	0	NA
CORRACTS	Corrective Action Report	0	NA
RCRA-TSDF	RCRA - Treatment, Storage, and Disposal	0	NA
RCRA-LQG	RCRA - Large Quantity Generators	0	NA
RCRA-SQG	RCRA - Small Quantity Generators	0	NA
RCRA-VSQG	RCRA – Very Small Quantity Generators	0	NA
LUCIS	Land Use Control Information System	0	NA
US ENG CONTROLS	Engineering Controls Sites List	0	NA
US INST CONTROL	Sites with Institutional Controls	0	NA
ERNS	Emergency Response Notification System	0	NA
FED BROWNFIELDS	The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database	0	NA
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System	0	NA
CERCLIS NFRAP	CERCLIS - No Further Remedial Action Planned	0	NA
CERCLIS LIENS	CERCLIS Liens	0	NA
FRP	Facility Response Plan	0	NA
DELISTED FRP	Delisted Facility Response Plans	0	NA
REFN	Petroleum Refineries	0	NA
BULK TERMINAL	Petroleum Product and Crude Oil Rail Terminals	0	NA
State and Tribal Records from Standard Sources			
SHWS	Hazardous Sites Cleanup Act Site List	0	NA
HSCA	Hazardous Sites Cleanup Act - Remedial Sites Listing	0	NA
SWF/LF	**Operating Facilities – Landfills and Waste-to-Energy Facilities**	**1**	**Not REC**
LUST	**Underground Storage Tank Release Sites**	**1**	**Not REC**
LST UNREG	Unregulated Storage Tank Releases	0	NA
LAST	Aboveground Storage Tank Release Sites	0	NA
DELISTED LST	Delisted Leaking Storage Tanks	0	NA
INDIAN LUST	Leaking Underground Storage Tanks on Indian Land	0	NA
UNREG LTANKS	Unregulated Tank Cases	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
FEMA UST	FEMA Underground Storage Tank Listing	0	NA
UST	**Listing of Regulated Underground Storage Tanks**	**1**	**Not REC**
AST	Listing of Regulated Aboveground Storage Tanks	0	NA
TANKS	Storage Tanks	0	NA
DEL TANK	Delisted Tanks	0	NA
INDIAN UST	Underground Storage Tanks on Indian Land	0	NA
ENG CONTROLS	Engineering Controls Site Listing under Act 2 Program	0	NA
INST CONTROLS	Institutional Controls Site Listing under Act 2 Program	0	NA
AUL	Environmental Covenants Listing	0	NA
VCP	Voluntary Cleanup Program Sites	0	NA
INDIAN VCP	Voluntary Cleanup Priority Listing	0	NA
BROWNFIELDS	Department of Community & Economic Development Brownfields	0	NA
BROWNF SUCCESS	Brownfields Success	0	NA
CLEANUP EFACTS	eFACTS Environmental Cleanup & Brownfields	0	NA
DELISTED ECBF	Delisted Environmental Cleanup & Brownfields from eFACTS	0	NA
Additional Environmental Federal, State, Tribal, and Local Records			
FL Sites	FDEP Waste Cleanup Sites	0	NA
HAZ WASTE	County-inspected Sites that may or may not have EPA IDs	0	NA
HIST LF	Historical Landfills	0	NA
INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	0	NA
DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	0	NA
ODI	Open Dump Inventory	0	NA
IHS OPEN DUMPS	Open Dumps on Indian Land	0	NA
US HIST CDL	National Clandestine Laboratory Register	0	NA
US CDL	Clandestine Drug Labs	0	NA
PFAS	Sites with Known Per- and Poly-Fluoroalkyl Substances ("PFAS") Contamination	0	NA
ARCHIVE UST	Archived Underground Storage Tank Sites	0	NA
ARCHIVE AST	Archived Aboveground Storage Tank Sites	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
LIENS 2	CERCLA Lien Information	0	NA
ACT 2-DEED	Act 2-Deed Acknowledgement Sites	0	NA
HMIRS	Hazardous Materials Information Reporting System	0	NA
SPILLS	State Spills	0	NA
FORMER NIKE	Former Military Nike Missile Sites	0	NA
SMCRA	Surface Mining Control and Reclamation Act Sites	0	NA
Other Ascertainable Records			
RCRA NonGen/NLR	RCRA – Non-Generators	0	NA
EDB	**Potable well testing for EDB**	**1**	**Not REC**
FUDS	Formerly Used Defense Sites	0	NA
DOD	Department of Defense Sites	0	NA
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	0	NA
US FIN ASSUR	Financial Assurance Information	0	NA
EPA WATCH LIST	EPA WATCH LIST	0	NA
2020 COR ACTION	2020 Corrective Action Program List	0	NA
TSCA	Toxic Substance Control Act	0	NA
TRIS	Toxic Chemical Release Inventory System	0	NA
SSTS	Section 7 Tracking Systems	0	NA
ROD	Records of Decision	0	NA
RMP	Risk Management Plans	0	NA
RAATS	RCRA Administrative Action Tracking System	0	NA
PRP	Potentially Responsible Parties	0	NA
ICIS	Integrated Compliance Information System	0	NA
FTTS	FIFRA/ TSCA Tracking System	0	NA
MLTS	Material Licensing Tracking System	0	NA
COAL ASH DOE	Steam-Electric Plant Operation Data	0	NA
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	0	NA
PCB	Polychlorinated Biphenyl (PCB) Notifiers	0	NA
PCBT	PCB Transformer Registration Database	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
RADINFO	Radiation Information Database	0	NA
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	0	NA
DOT OPS	Department of Transportation, Office of Pipeline Safety Incident and Accident data	0	NA
CONSENT	Superfund (CERCLA) Consent Decrees	0	NA
INDIAN RESERV	Indian Reservations	0	NA
FUSRAP	Formerly Utilized Sites Remedial Action Program	0	NA
URANIUM	Uranium Mill Tailings Radiation Control Act Sites	0	NA
LEAD SMELTERS	Lead Smelter Sites	0	NA
US AIRS	Aerometric Information Retrieval System Facility Subsystem	0	NA
US MINES	Mines Master Index File	0	NA
ABANDONED MINES	Abandoned Mine Land Inventory	0	NA
DOCKET HWC	Hazardous Waste Compliance Docket Listing	0	NA
UXO	Unexploded Ordnance Sites	0	NA
FUELS PROGRAM	EPA Fuels Program Registered Listing	0	NA
ALT FUELS	Alternative Fueling Stations:	0	NA
AFS	Air Facility System	0	NA
AIRS	Permit and Emissions Inventory Data	0	NA
ASBESTOS	Asbestos	0	NA
DRYCLEANERS	Listing of drycleaner facility locations	0	NA
DELISTED DRYCLEANERS	Listing of sites removed from the permitted drycleaners database	0	NA
MANIFEST	Hazardous Waste Manifest Information	0	NA
MINES	Mines Department of Environmental Protection	0	NA
NPDES	National Pollutant Discharge Elimination System Permits Listing	0	NA
UIC	Underground Injection Control Wells Listing	0	NA
MRDS	Mineral Resources Data System	0	NA
EDR Databases			
EDR MGP	EDR Proprietary Manufactured Gas Plants	0	NA
EDR Hist Auto	EDR Exclusive Historic Gas Stations	0	NA

Database Acronym	Database Definition	Number of Facilities	Findings (REC or no REC)
EDR Hist Cleaner	EDR Exclusive Historic Dry Cleaners	0	NA
RGA HWS	Recovered Government Archive State Hazardous Waste Facilities List	0	NA
RGA LF	Recovered Government Archive Solid Waste Facilities List	0	NA
RGA LUST	Recovered Government Archive Leaking Underground Storage Tanks	0	NA

The databases searched have been developed and are updated by federal, state, and local agencies. While these databases are reliable and comprehensive, there have been cases where the data presented are out of date and no longer reflective of actual facility conditions. The Government Records Searched/Data Currency Tracking section of the EDR Database Report provided in **Appendix C** identifies when each database was updated.

5.3.1 Subject Property Database Listings

The Subject Property was not identified in any databases listed in the above table.

5.3.2 Adjoining and Relevant Non-Subject Property Database Listings

Adjoining facilities and facilities that are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Subject Property are discussed below. The remaining facilities were listed on databases that did not show significant unauthorized releases of hazardous substances or other events with potentially adverse environmental effects.

Table 5.4 – Adjoining and Relevant Property Database Listings

Item	Description
Facility Name	Becky's Country Store
Databases	UST, LUST
Address	10600 Clarcona Ocoee Road
Distance (feet)	Adjacent
Direction	South
Elevation	Higher
Summary	Facility ID 9045638. The gasoline station is no longer operating and the storage tanks have been removed. A June 30, 2017 Year 6 Semi Annual Natural Attenuation Monitoring Report indicated a generally southeasterly groundwater flow direction, away from the subject property. This flow direction is consistent with historical data. Benzo compounds, 1-methyl naphthalene and 2-methyl naphthalene are present above GCTLs in samples from wells MW-12i and MW-15i. However, the wells located nearest the subject property and closest to Clarcona Ocoee Road are below GCTLs in the shallow, intermediate and deep zones. Based on the most recent groundwater data and flow direction away from the subject property, Becky's Country Store is not expected to have adversely impacted the subject property.
Facility Name	Ocoee Apopka Road Debris Staging Area

Item	Description
Databases	SWF/LF
Address	4225 Ocoee Apopka Road
Distance (feet)	1,600
Direction	West-Northwest
Elevation	Lower
Comments	The facility is pre-authorized as a disaster debris management site, but it currently listed as inactive and is not considered a REC.

5.4 Additional Environmental Record Sources

Ardaman also reviewed the following records:

- Florida Department of Environmental Protection (FDEP) OCULUS website

Environmental records and reports available for the various sites in the area were obtained from this document management website and reviewed.

- FDEP Map Direct website

This GIS website was reviewed to note locations of listed sites with environmental records and reports. In addition, linked reports for the sites were downloaded and reviewed.

EDR's report indicated that an adjacent north property at 5262 Ingram Road has a well that contains ethylene dibromide (EDB) above the drinking water standards.

The use of EDB, a carcinogen, for control of nematodes has resulted in regional impacts to drinking water supplies. FDEP and the Department of Health have delineated EDB impacted areas based on water well samples exceeding drinking standards of 0.02 ppm, and former application areas where unassessed contamination could potentially exist. Groundwater withdrawal well construction and use in these delineated areas have restrictions or may be prohibited.

Based on review of the FDEP's web-based Map Direct tool, the northeastern portion of the subject property, from the large lake in the center to the north and east of S.R. 429, is within a delineation area. Since EDB has been detected in a nearby well and a portion of the property is located within a delineation area, if future use of the property requires on-site water wells for water supply, testing for the presence of EDB is recommended.

6.0 INTERVIEWS

The objective of the interviews is to obtain information concerning RECs in connection with the Subject Property. This information was obtained verbally and in writing, as indicated below.

6.1 Interview With Key Site Manager

Mr. Ken Ezell and Mr. George Clifton accompanied Ardaman during the July 8, 2024 site walkover and provided information used throughout the report. In addition, Ardaman provided an environmental Owner Questionnaire to Mr. Ezell. The completed questionnaire is provided in **Appendix B**.

6.2 Interviews With Occupants

Mr. Ezell and Mr. Clifton were interviewed.

6.3 Interviews With Past Owners, Operators, And Occupants

Previous property owner's names and contact information were not provided nor were they readily available. Considering the abundance of information from other sources about the historical uses of the subject property, it is our opinion that a low probability exists that interviews with previous owners of the subject property would have revealed information that would alter our opinion regarding the environmental conditions at the subject property.

6.4 Interviews With State and Local Government Officials

No state or local government officials were interviewed during this ESA. Considering the abundance of information from other sources about Subject Property and vicinity, it is our opinion that a low probability exists that interviews with state and local government officials would have revealed information that would alter our opinion regarding the environmental conditions at the Subject Property.

7.0 FINDINGS AND OPINIONS

The Subject Property is approximately 231.8 acres and is located at 10521 Clarcona Ocoee Road in Orange County, Florida. The Subject Property is improved with an eighteen-hole golf course and a club house and driving range located on the southern portion. The course is accessed from Clarcona Ocoee Road. Holes 3 through 7 are located on the portion of the course located west of SR 429. Structures on the property include a clubhouse and cart barn near the southeast corner of the property and a maintenance warehouse and storage shed near the southeast corner of the site. The property is irrigated with reclaimed wastewater produced by the City of Ocoee. A holding pond and pump station are located west of SR-429

Orange County Property Appraiser records and historical aerial photographs from 1947 to the present indicated that the majority of the subject property appeared as undeveloped, wooded land with no apparent uses prior to the construction of the golf course in the mid 1990's. The southern portion of the property was previously developed with citrus groves from as early as 1947 to the late 1980's or early 1990's, when the groves appeared unmaintained. No structures associated with citrus grove operations were observed on the aerial photographs.

The following summarizes the presence or likely presence of hazardous substance or petroleum products in connection with the Subject Property based on information collected during the ESA. For the items listed, Ardaman provides an opinion of the impact on the Subject Property based on an evaluation of the results of record reviews, interviews, and site reconnaissance. Ardaman also provides rationale regarding whether an environmental condition is a REC, CREC, HREC, or *de minimis* condition.

The following RECs were identified:

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary, unpaved, area east of the pond is also used to wash down equipment and fill sprayer tanks. Water in the pond had a green, stagnant appearance and in 2017, a milky appearance was noted. Pesticides, herbicides, metals,

petroleum and other contaminants may have accumulated in the pond and secondary wash down areas.

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater.

Soil and groundwater sampling and testing is recommended relative to these concerns.

No CRECs were identified.

No HRECs were identified.

The following *de minimis* condition were identified:

- Mowers, tractors and other maintenance vehicles were observed north of the maintenance shop. We noted small motor and hydraulic oil spills under some of the vehicles, but the small spills are considered a de minimis condition. Regardless, the leaks to bare soil should be stopped and the impacted soils should be removed.

While testing is not recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

No significant data gaps were identified.

8.0 CONCLUSIONS

Ardaman has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E1527-21 of the golf course property at 10521 Clarcona Ocoee Road in Orange County, Florida, the "Subject Property". Any exceptions to, or deviations from, this practice are described in **Section 2.5** and **Section 2.6** of this report. This assessment has revealed no controlled recognized environmental conditions, historical recognized environmental conditions and/or significant data gaps in connection with the Subject Property.

Several RECs were identified and soil and groundwater sampling and testing is recommended relative to these concerns. Several de minimis conditions were identified and while no testing is recommended in these areas, the oil leaks should be stopped and any impacted soils should be removed.

9.0 REFERENCES

The following documents, maps, web sites or other publications may have been used in the preparation of this report.

- American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21).

- 40 CFR Part 312; Standards and Practices for All Appropriate Inquiries (AAI).

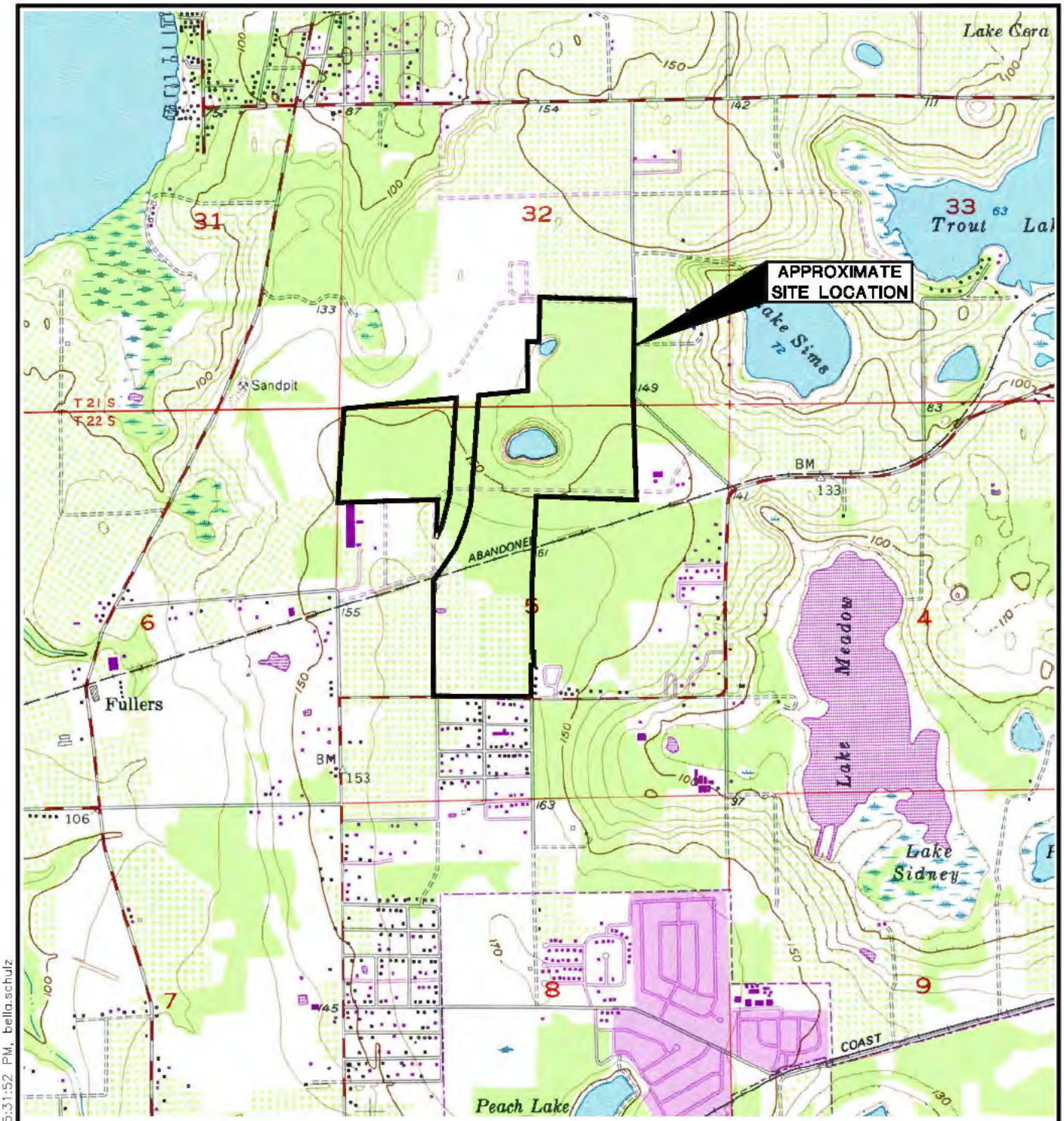
- Google Earth Pro Historical Aerial Photographs. 2021.

- Florida Department of Environmental Protection's OCULUS web site.

July 2024. < http://dwmedms.dep.state.fl.us/Oculus/ >

- Orange County Property Appraiser Online.
  July 2024. < http://www.ocpafl.org >

- USGS 7.5 Minute Quadrangle Series Topographic Map of Winter Garden, published by the USGS.



SECTIONS 5 & 32
TOWNSHIPS 22 & 21 SOUTH
RANGE 28 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: WINTER GARDEN, FLORIDA 1956
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1984)

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QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 1

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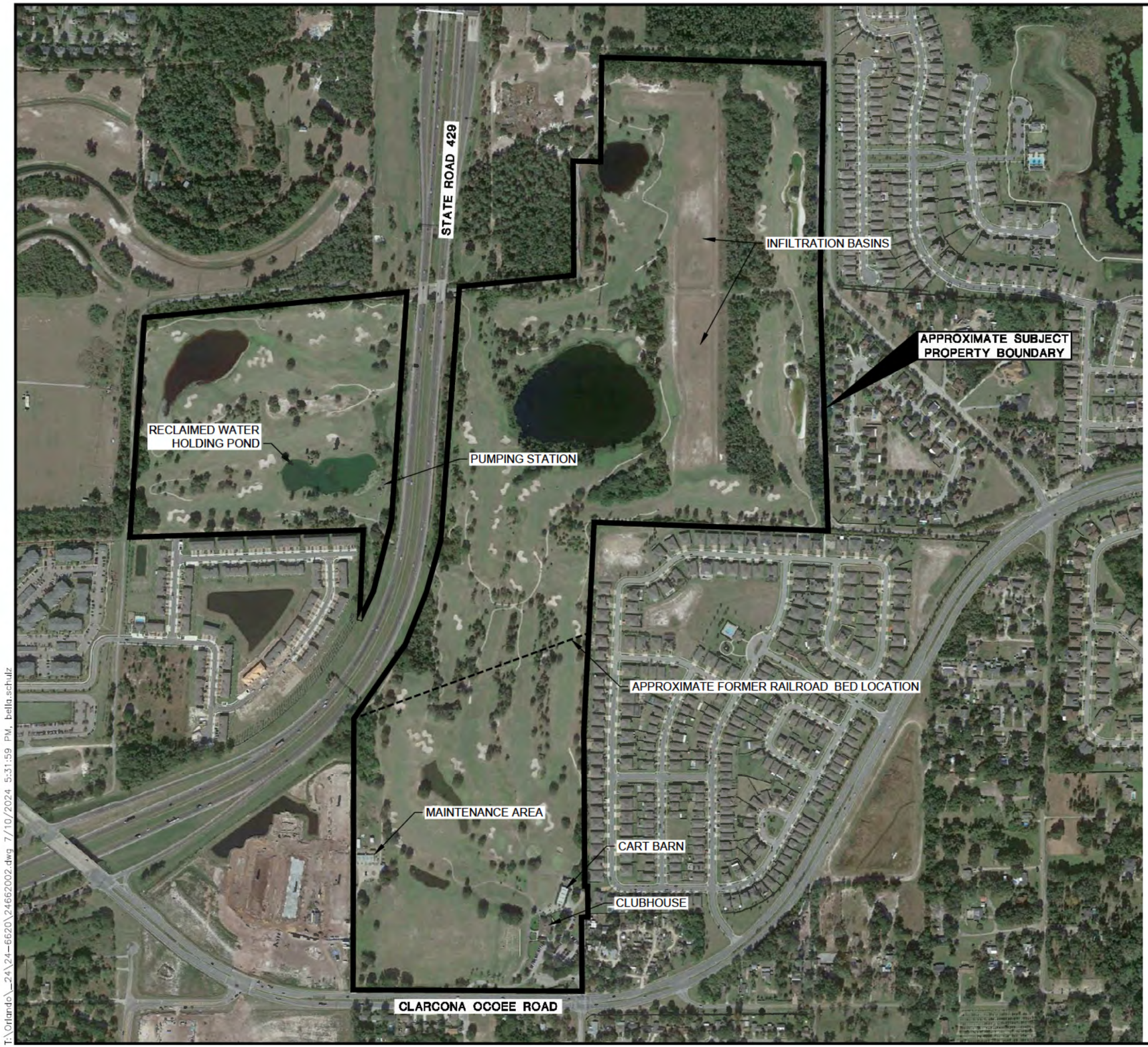

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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AERIAL PHOTOGRAPH OF SUBJECT SITE

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 2

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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SCALE: (FEET)

CLUBHOUSE AND CART BARN AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 3

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NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

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SCALE: (FEET)

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MAINTENANCE AREA

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 08/16/17
FILE NO. 24-6620	APPROVED BY:	FIGURE: 4

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

View of the wash water pond at maintenance area

View of the wash water pond and secondary wash pad east of pond

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

View of the primary wash down pad at maintenance area and fuel tanks

Fueling pad at the maintenance area

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

De minimis oil discharge at east side of shop

De minimis hydraulic oil spill under the equipment storage canopy

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

Pesticide storage room

Typical view inside shop

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

Battery acid etching on cart barn floor

Cart wash area, portable gas tank on the left side

Site Photographs
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Ocoee, Orange County, Florida

Cart washdown infiltration pond

Typical view of golf course

Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

PHASE I ENVIRONMENTAL SITE ASSESSMENT
ASTM 1527-21 USER QUESTIONNAIRE

Please email completed form to kminter@ardaman.com Thank You.

Subject Property Name: Forest Lake Golf Club
Subject Property Address: 10521 Clarcona Ocoee Rd, Apopka, Fl 32703

In order to qualify for one of the *Landowner Liability Protections* (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*")**, the *user* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The *user* should provide the following information to the *environmental professional*. Failure to conduct these inquiries could result in a determination that "*all appropriate* inquiries" is not complete.

(1.) Environmental cleanup liens that are filed or recorded against the *subject property* (40 CFR 312.25).
Did a search of recorded land title records (or judicial records where appropriate)*** identify any environmental liens filed or recorded against the *subject property* under federal, tribal, state or local law?

Yes ✓No

If yes, please provide the details: UNAWARE

(2.) Activity and land use limitations that are in place on the *subject property* or that have been filed or recorded against the *subject property* (40 CFR 312.26(a)(1)(v) and (vi).
Did a search of *recorded land title records* (or judicial records where appropriate)*** identify any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the *subject property* and/or have been filed or recorded against the *subject property* under federal, tribal, state or local law?

Yes ✓No

If yes, please provide the details: UNAWARE

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).
Do you have any specialized knowledge or experience related to the *subject property* or nearby properties? For example, are you involved in the same line of business as the current of former *occupants* of the *subject property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Yes ✓No

If yes, please provide the details:_____

(4.) Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).
Does the purchase price being paid for this *subject property* reasonably reflect the fair market value of the *subject property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *subject property*?

Yes ¯ No

If yes, please provide the details: _____

(5.) Commonly known or *reasonably ascertainable* information about the *subject property* (40 CFR 312.30).
Are you aware of commonly known or reasonably ascertainable information about the *subject property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

(a) Do you know the past uses of the *subject property*?	Yes No
(b) Do you know of specific chemicals that are present or once were present at the *subject property*?	Yes No
(c) Do you know of spills or other chemical releases that have taken place at the *subject property*?	Yes No
(d) Do you know of any environmental cleanups that have taken place at the *subject property*?	Yes No

If yes, please provide the details: (a) Always a Golf Course

(6.) The degree of obviousness of the presence of likely presence of contamination at the *subject property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).
Based on your knowledge and experience related to the *subject property*, are there any *obvious* indicators that point to the presence or likely presence of releases at the *subject property*?

¯ Yes ✓ No

If yes, please provide the details: Unaware

In addition, certain information should be collected, if available, and provided to the *environmental professional* conducting the *Phase I Environmental Site Assessment*. This information is intended to assist the *environmental professional* but is not necessarily required to qualify for one of the *LLPs*. The information includes:

(a) the reason why the Phase I is being performed,

(b) the type of *subject property* and type of *subject property* transaction, for example, sale, purchase, exchange, etc.,

(c) the complete and correct address for the *subject property* (a map or other documentation showing *subject property* location and boundaries is helpful),

(d) the scope of services desired for the Phase I (including whether any parties to the *subject property* transaction may have a required standard scope of services or whether any considerations beyond the requirements of Practice E 1527 are to be considered),

(e) identification of all parties who will rely on the Phase I *report*,

(f) identification of the site contact and how the contact can be reached,

(g) any special terms and conditions which must be agreed upon by the *environmental professional*, and

(h) any other knowledge or experience with the *subject property* that may be pertinent to the *environmental professional* (for example, copies of any available prior *environmental site assessment reports*, documents, correspondence, etc., concerning the *subject property* and its environmental condition).

*Landowner Liability Protections, or LLPs, is the term used to describe the three types of potential defenses to Superfund liability in EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Quality for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability ("Common Elements" Guide)* issued on March 6, 2003.

** P.L. 107-118.

*** In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases judicial records must be searched for environmental liens and AULs.

PERSON COMPLETING QUESTIONNAIRE

Name: PETER J. WATZKA Title: Partner

Company: JA Hospitality Years familiar with subject property: 1

Signed: [signature] Date: 7/18/2024

PHASE I ENVIRONMENTAL SITE ASSESSMENT - ASTM E 1527-05
OWNER QUESTIONNAIRE

Owner: FOREST LAKE GOLF CLUB LLLP - GROUND LEASE
Name of Person Completing this Questionnaire: KEN EBELL
Relationship to Project: GENERAL PARTNER
Project: PSA FOR PETER WATERKA
Proposal Number:

1. Are you aware of any environmental concerns regarding the subject property? Adjoining properties? NO - NOT OF ANY MAJOR ISSUES - W/ASH DOWN SUMPS

2. Are you aware of any underground storage tanks, aboveground storage tanks or other storage or use of petroleum products or hazardous materials at the subject property? NO

3. Are you aware of any environmental site assessment reports, environmental compliance audit reports that exist for the subject property? If so, can you provide a copy?
ONLY ADAMAN 2017 / 2021 REPORTS

4. Are you aware of any environmental permits for the subject property, e.g. solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits? If so, can you provide a copy? GROUND LEASE IS ON City of OCOEE'S EFFLUENT DISPOSAL SITE

5. Are you aware of any registrations for underground storage tanks or aboveground storage tanks at the subject property? If so, can you provide a copy? NO

6. Are you aware of any Material Safety Data Sheets for any chemicals and/or products stored or used at the subject property? If so, can you provide a copy? I AM AWARE THEY EXIST - HOWEVER - WE USE ALL VARIETIES OF PESTICIDES FOR GOLF

7. Is there a Community Right-to-Know Plan for the subject property? If so, can you provide a copy? N/A

8. Are there any safety plans, preparedness and prevention plans, spill prevention, countermeasure, and control plans for the subject property? If so, can you provide a copy?

9. Are there any reports regarding hydrogeologic conditions on the subject property or in the surrounding area? If so, can you provide a copy? City of OCOEE DOES THESE TESTS

10. Are you aware of any past, pending or threatened litigation or administrative proceeding relevant to hazardous materials or petroleum products in, on or from the subject property? If so, can you provide a copy? NO

11. Are you aware of any government notices regarding any possible violations of environmental laws or liabilities relating to hazardous substances or petroleum products at the subject property? If so, can you provide a copy? No

12. Are you aware of any past or current environmental liens or activity and use limitations on the subject property? If so, can you provide a copy? No

13. Are you aware of any hazardous waste generator notices or reports pertaining to the subject property? If so, can you provide a copy? No

14. Are you aware of any geotechnical studies, risk assessments or recorded activity use limitations for the subject property? If so, can you provide a copy? No

15. How long have you owned the subject property? 30.5 YEARS LEASING PROPERTY

16. Do you have any knowledge of prior usage of the subject property? Has the property been developed with any structures? NO - MAY HAVE BEEN ORANGE GROVE?

17. Who provides the water, sewer, and electrical power services to the subject property? CITY OF OCOEE WATER - WE ARE ON SEPTIC - ELECTRIC IS DUKE

18. Are there or have there ever been any septic systems or tanks utilized at the subject property? YES - CURRENTLY IN PERMIT STAGE TO EXPAND/REPLACE EXISTING SEPTIC SYSTEM

19. Who is the key site manager? KEN GOELL/GEORGE CLIFTON

20. How many tax parcels are there included? 2

21. Additional Comments:

Signature 7/11/2024 Date

Please return this Questionnaire to our office as soon as possible via e-mail (kminter@ardaman.com) or fax (407-859-8121). This Questionnaire will be included in the Phase I ESA report.

October 2024 PCA

Preliminary Contamination Assessment

Ardaman & Associates, Inc.

Preliminary Contamination Assessment
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Client:

Forest Lake Golf Club LLLP
10521 Clarcona-Ocoee Rd.
Apopka, FL 32703

Attn: Mr. Kenneth Ezell

Prepared By:

Ardaman & Associates, Inc.
8008 S. Orange Avenue
Orlando, Florida 32809
(407) 855-3860

Ardaman File No. 24-6631

www.Ardaman.com

October 16, 2024

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

October 15, 2024
File No. 24-6631
Revised October 16, 2024

Forest Lake Golf Club LLLP
10521 Clarcona-Ocoee Rd.
Apopka, FL 32703

Attention: Mr. Kenneth Ezell
kezell@cecgolfdesign.com

Subject: Preliminary Contamination Assessment
Forest Lake Golf Club
10521 Clarcona Ocoee Road
Orange County, Florida

Dear Mr. Ezell:

As requested and authorized by our client, Forest Lake Golf Club LLLP, Ardaman & Associates, Inc. (Ardaman) has completed a Preliminary Contamination Assessment (PCA) for the subject property. The purpose of this study was to explore soil and groundwater at the subject property relative to the on-site Recognized Environmental Conditions (RECs) identified in Ardaman's July 18, 2024 Phase I Environmental Site Assessment report. This report documents our findings and presents our conclusions.

1.0 INTRODUCTION

1.1 Site Location

The subject property is located at 10521 Clarcona Ocoee Road in Apopka, Orange County, Florida. The subject property is situated in Section 5, Township 22 South, Range 28 East and in Section 32, Township 21 South, Range 28 East. The site location is superimposed on the Winter Garden, Florida USGS quadrangle map presented as the Site Location Map, **Figure 1**. A 2021 aerial photograph of the subject property is included as **Figure 2**. A General Site Plan of the Cart Barn area is included as **Figure 3**. A General Site Plan of the Maintenance Area is included as **Figure 4**.

1.2 Background Information

Ardaman recently conducted a Phase I Environmental Assessment of the subject site for prospective purchaser JA Hospitality (Ardaman File No. 24-6620). Our report identified the following on-site Recognized Environmental Conditions (RECs):

- A concrete equipment wash-down pad south of the maintenance shop drains to a pond via drop drains and underground pipes. Equipment is washed in this area including sprayers and mowers. A secondary area east of the pond is also used to wash down equipment and the rinsate sheet flows into the pond. The pond bottom had recently been excavated and soils could not be observed. The water in the pond had a dark green appearance. During a 2017 Phase I ESA site observations, the water in the pond had a milky appearance. Pesticides, herbicides, heavy metals, petroleum and other

contaminants may have accumulated in the pond and on the ground at the secondary wash down area.

- A golf cart wash down area is located north of the cart barn. Long term use of this area for cart washing may have resulted in accumulation of petroleum, lead and other contaminants in soil and groundwater. The pond bottom had recently been excavated and soils could not be observed.

Soil and groundwater testing and sampling was recommended relative to the above RECs.

2.0 FIELD EXPLORATION AND SAMPLING PROGRAM

The field exploration program for this Preliminary Contamination Assessment relative to the above-listed on-site RECs consisted of 1) obtaining thirteen soil samples for laboratory analysis, 2) installing one temporary monitoring well and one permanent monitoring well, and 3) obtaining groundwater samples from these wells for laboratory analysis. The field exploration program was conducted on September 16 and 17, 2024 and October 4 and 8, 2024.

Soil Sampling and Analysis

Six borings, CB-1 through CB-6, were conducted relative to the cart barn wash down area in unpaved areas where the wash water would primarily travel and collect. Seven borings, MA-1 through MA-7, were conducted relative to the maintenance area pond and secondary wash pad location. Ardaman recorded the locations of the borings conducted relative to the cart barn wash down area and maintenance pond and secondary wash pad using a Trimble Geo XH GPS capable of sub-meter accuracy. The coordinates were geo-referenced using Google Earth and transferred onto the 2021 aerial photographs for the Sampling Location Plans, **Figures 3 and 4**.

The borings were conducted to a depth of one foot below land surface (bls), the depth at which native soils were encountered and sampled for laboratory analysis. No odors or soil staining were noted in the soil samples from any of the borings.

Soil samples from the cart barn wash down area, identified as CB-1-1 through CB-6-1, were obtained for laboratory analysis of lead by Method 6020. In addition, CB-1-1, CB-3-1 and CB-5-1 were also analyzed for TRPH by the FL-PRO Method.

Soil samples from the maintenance pond and secondary wash pad area, identified as MA-1-1 through MA-7-1, were obtained for laboratory analysis of chlorinated pesticides by EPA Method 8081, chlorinated herbicides by EPA Method 8151, organophosphorus pesticides by EPA Method 8270, for analysis of RCRA 4 Metals by EPA Method 6020 and TPRH by the FL-PRO Method.

Soil analytical results will be discussed below.

Well Installation and Groundwater Sampling and Analysis

Temporary monitoring well TMW-1 was installed in the borehole of boring MA-7. The well location is shown on **Figure 4**. The 2-inch diameter PVC temporary well was installed on September 16, 2024 to a depth of approximately 6 feet bls with 5 feet of 0.010-inch factory-slotted well screen. Groundwater was encountered in well TMW-1 at a depth of approximately 3.9 feet bls.

Groundwater samples were obtained from TMW-1 on September 17, 2024. Approximately 3 to 5 well volumes were purged from the well. No free product or sheen was observed in the well or

on the purged water. The groundwater samples from well TMW-1 were submitted for analysis of chlorinated pesticides by EPA Method 8081, chlorinated herbicides by EPA Method 8151, organophosphorus pesticides by EPA Method 8270, for analysis of RCRA 4 Metals by EPA Method 6020 and TPRH by the FL-PRO Method. A copy of the chain of custody and the complete analytical results are included in **Appendix I**.

Groundwater analytical results are discussed below; however, based on the arsenic detected above its Groundwater Cleanup Target Level (GCTL) in the temporary monitoring well, Ardaman installed a filtered packed monitoring well adjacent to the temporary well location to obtain a second sample. Temporary well TMW-1 was installed with a hand auger and subsequently was only screened in in the upper two feet of the water column. The filter packed well, MW-1, was installed with a drill rig which allowed the screen to be installed deeper and cover a larger portion of the shallow aquifer. Filter packed wells typically produce less turbid, better quality samples which are more reproducible and are more representative of shallow groundwater. While temporary wells are typical for “screening” and preliminary testing, such as Phase II environmental site assessments, The Florida Department of Environmental Protection generally requires “permanent” filter-packed wells installed with 10-foot screen intervals and sand-packed filters for assessment of contamination.

Shallow well MW-1 was installed by Ardaman’s drilling subcontractor, Environmental Drilling Services (EDS)on October 4, 2024. The drilling equipment was decontaminated by scrubbing with detergent and deionized water and rinsing with deionized water prior to installing the well which was constructed of 2-inch diameter schedule 40 PVC installed to a depth of approximately 12.3 feet bls with 10 feet of 0.006-inch factory slotted screen. 30/65 fine sand was installed around and to 0.5 feet above the screen. The well was finished at surface with a locking cap, a 2 foot by 2 foot concrete pad and an 8” manhole cover. Well permit and well completion reports are included in **Appendix II**. Following the installation, well MW-1 was developed by surging and pumping with a peristaltic pump for approximately 30 minutes at 1 gallon per minute to remove the fine particles from the well.

On October 8, 2024, Ardaman sampled monitoring well MW-1. Groundwater was encountered in well MW-1 at a depth of approximately 3.9 feet bls. Prior to sampling, the monitoring well was purged at approximately 0.1 gallons per minute (gpm) utilizing a peristaltic pump. Temperature, conductivity and pH were stable, turbidity was less than 20 NTUs and dissolved oxygen was less than 20% of saturation. The groundwater sampling log is included in **Appendix I**.

After purging, samples were obtained from monitoring well MW-1 and the samples were preserved with ice and transported to Eurofins Orlando for analysis of total arsenic by EPA Method 6020. The analytical results are discussed below.

3.0 TEST RESULTS AND DISCUSSION

Soil Analysis Results

Soil samples CB-1-1 through CB-6-1 and MA-1-1 through MA-7-1 were obtained relative to the two areas of concern. The samples from the cart barn were collected for laboratory analysis of lead and/or TRPH and the samples from the maintenance pond area were collected for laboratory analysis of pesticides, herbicides, TRPH and RCRA 4 metals. The laboratory analytical reports for the soil samples are included in **Appendix I**.

Table 1 summarizes the laboratory analytical soil results. As shown on **Table 1**, no contaminants were detected above soil cleanup target levels (SCTLs) in any of the soil samples other than at MA-7-1 where arsenic was detected at 2.7 mg/Kg, slightly above the residential direct exposure-based soil cleanup target level (RSCTL) of 2.1 mg/Kg. However, the arsenic concentration in sample MA-7-1 is below the commercial/industrial-based soil cleanup target level (ISCTL) of 12 mg/Kg, which is applicable for current site usage.

Groundwater Analysis Results

The laboratory analytical report for the groundwater samples obtained from temporary well TMW-1 is included in **Appendix I** and is summarized in **Table 2**. As shown in **Table 2**, arsenic was reported at 31 µg/L in the sample from well TMW-1, which exceeds the GCTL of 10 µg/L.

Ardaman installed a “permanent” monitoring well with a filter-packed screen to provide a more reproducible and representative groundwater sample conforming with FDEP assessment preferences. The laboratory analytical report is provided in **Appendix I** and the results are summarized in **Table 2**. Arsenic was detected at 9 µg/L in the sample from well MW-1, which is below the 10 µg/L groundwater cleanup target level.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Two Recognized Environmental Conditions were identified in Ardaman’s Phase I Environmental Site Assessment report. Soil and groundwater sampling was conducted relative to the RECs: potential lead and petroleum accumulation in the cart barn wash down area, and potential petroleum, metals and pesticides contamination at the maintenance area pond and secondary wash pad location. A second well was sampled to further explore the potential presence of arsenic in groundwater based on the result from the hand-augured temporary well installed initially.

Only one soil sample was reported to have a contaminant concentration over any target levels. Arsenic was detected in soil sample MW-7-1 slightly above the residential-based target level, but below the industrial/commercial-based target level. This property is not currently in use for residential purposes. We note that low levels of arsenic, over the residential standard, are not uncommon in Florida soils and can be naturally-occurring. In our opinion, the slightly impacted soil at sampling location MA-7 can remain so long as site usage does not change to residential use or something “sensitive”, such as a day care.

The sample from temporary monitoring well TMW-1, installed at boring MA-7, was found to have arsenic at a concentration of 31 µg/L. Resampling using MW-1 only found arsenic at 9 µg/L, below the 10 µg/L groundwater cleanup target level. Since MW-1 is a better constructed well sampling across a longer portion of the water column, it is our opinion that the result from MW-1 is more

representative of actual groundwater conditions and the result from TMW-1 should be disregarded.

Based on the results of our soil and groundwater assessment, no soil or groundwater contamination above applicable standards was encountered at the site during our assessment. Ardaman does not recommend any additional assessment at this time.

5.0 CLOSURE

This report presents the results of Ardaman & Associates, Inc.'s Preliminary Contamination Assessment, as described herein, and is intended for use only by Forest Lake Golf Club LLLP. It was prepared in accordance with our agreement for consulting services.

The analyses and conclusions submitted in this report are based on the data obtained from our field and laboratory program, as discussed in this report. This study is a focus study limited to the specific methods of investigation. Soil and groundwater contamination results would only be applied to the diameter and vertical reaches of the boreholes and wells on the date tested. Our scope of services for this phase of the project was designed to preliminarily test the site relative to the topics stated above.

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

Carl R Stephens

for Kathryn B. Minter
Geologist

Carl R. Stephens, P.E.
Senior Project Engineer

KBM/CRS/kbm
24-6631 Forest Lake Golf Club PCA Rev 10-16-24.docx (2024 Env.)

TABLE 1: SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS-TRPH, Pesticides, Herbicides and Metals

Facility Name: Forest Lake Golf Club
Facility Address: 10521 Clarcona Ocoee Road, Orange County, FL

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg

Concentration Above RSCTL
Concentration Above LSCTL
SPLP = A Site Specific SPLP Must Be Perform

	Sample Name	CB-1-1	CB-2-1	CB-3-1	CB-4-1	CB-5-1	CB-6-1		FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
	Sample Location	CB-1	CB-2	CB-3	CB-4	CB-5	CB-6				
	Sample Depth (feet)	1	1	1	1	1	1				
	Sample Net OVA Reading	-	-	-	-	-	-				
	Water Table Depth (feet)	GNE	GNE	GNE	GNE	GNE	GNE				
	Date Obtained	9/16/2024	9/16/2024	9/16/2024	9/16/2024	9/16/2024	9/16/2024				
OTHER	4,4'-DDD	NS	NS	NS	NS	NS	NS		4.2	22	5.8
	4,4'-DDE	NS	NS	NS	NS	NS	NS		2.9	15	18
	4,4'-DDT	NS	NS	NS	NS	NS	NS		2.9	15	11
	Aldrin	NS	NS	NS	NS	NS	NS		0.06	0.3	0.2
	alpha-BHC	NS	NS	NS	NS	NS	NS		0.1	0.6	0.0003
	beta-BHC	NS	NS	NS	NS	NS	NS		0.5	2.4	0.001
	Chlordane	NS	NS	NS	NS	NS	NS		2.8	14	9.6
	delta-BHC	NS	NS	NS	NS	NS	NS		24	490	0.2
	Dieldrin	NS	NS	NS	NS	NS	NS		0.06	0.3	0.002
	Endosulfan I	NS	NS	NS	NS	NS	NS		450	7600	3.8
	Endrin	NS	NS	NS	NS	NS	NS		25	510	1
	Heptachlor epoxide	NS	NS	NS	NS	NS	NS		0.1	0.5	0.6
	Methoxychlor	NS	NS	NS	NS	NS	NS		420	8800	160
	Toxaphene	NS	NS	NS	NS	NS	NS		0.9	4.5	31
	2,4,5-T	NS	NS	NS	NS	NS	NS		690	95000	0.4
	2,4,5-TP (Silvex)	NS	NS	NS	NS	NS	NS		660	14000	5.4
	2,4-D	NS	NS	NS	NS	NS	NS		770	13000	0.7
	2,4-DB	NS	NS	NS	NS	NS	NS		3	66	0.09
	Dalapon	NS	NS	NS	NS	NS	NS		100	1000	0.0006
	Dicamba	NS	NS	NS	NS	NS	NS		2300	40000	2.6
	Dichloroprop	NS	NS	NS	NS	NS	NS		370	5800	0.3
	Dinoseb	NS	NS	NS	NS	NS	NS		65	840	0.03
	MCPA	NS	NS	NS	NS	NS	NS		35	500	0.02
	MCPP	NS	NS	NS	NS	NS	NS		75	7500	0.03
	TRPH	26 I	NS	25 U	NS	140	NS		460	2500	340
	Arsenic	NS	NS	NS	NS	NS	NS		2.1	12.0	SPLP
	Cadmium	NS	NS	NS	NS	NS	NS		82	6600	7.5
	Chromium	NS	NS	NS	NS	NS	NS		210	470	38
	Lead	1.2	0.13 I	0.39 I	0.71 I	5.7	0.19 I		400	1,400	SPLP
	Chlorpyrifos	NS	NS	NS	NS	NS	NS		250	2000	15
	Diazinon	NS	NS	NS	NS	NS	NS		70	1200	0.2
	Dimethoate	NS	NS	NS	NS	NS	NS		13	170	0.006
	Disulfoton	NS	NS	NS	NS	NS	NS		3.3	66	0.09
	Ethoprop	NS	NS	NS	NS	NS	NS		7.4	120	0.005
	Ethyl Parathion	NS	NS	NS	NS	NS	NS		500	11000	1
	Fensulfothion	NS	NS	NS	NS	NS	NS		19	310	0.01
	Malathion	NS	NS	NS	NS	NS	NS		1500	24000	4.2
	Methyl Parathion	NS	NS	NS	NS	NS	NS		20	370	0.06
	Mevinphos	NS	NS	NS	NS	NS	NS		18	270	0.01
	Phorate	NS	NS	NS	NS	NS	NS		16	320	0.3
	Ronnel	NS	NS	NS	NS	NS	NS		4200	88000	1300

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected
V - Analyte was detected in both the sample and the associated method blank.
J3 = Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.

TABLE 1: SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS-TRPH, Pesticides, Herbicides and Metals

Facility Name: Forest Lake Golf Club
Facility Address: 10521 Clarcona Ocoee Road, Orange County, FL

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg

Concentration Above RSCTL
Concentration Above LSCTL
SPLP = A Site Specific SPLP Must Be Perform

	Sample Name	MA-1-1	MA-2-1	MA-3-1	MA-4-1	MA-5-1	MA-6-1	MA-7-1	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
	Sample Location	MA-1	MA-2	MA-3	MA-4	MA-5	MA-6	MA-7			
	Sample Depth (feet)	1	1	1	1	1	1	1			
	Sample Net OVA Reading	-	-	-	-	-	-	-			
	Water Table Depth (feet)	GNE	GNE	GNE	GNE	GNE	GNE	GNE			
	Date Obtained	9/16/2024	9/16/2024	9/16/2024	9/16/2024	9/16/2024	9/16/2024	9/17/2024			
OTHER	4,4'-DDD	0.00024 U	0.00024 U	0.00025 U	0.00024 U	0.00049 U	0.0012 U	0.0015 U	4.2	22	5.8
	4,4'-DDE	0.00016 U	0.0065	0.00017 U	0.00016 U	0.00032 U	0.00079 U	0.00097 U	2.9	15	18
	4,4'-DDT	0.00034 U	0.00086 I	0.00036 U	0.00034 U	0.00069 U	0.0017 U	0.0021 U	2.9	15	11
	Aldrin	0.00016 U	0.00017 U	0.00017 U	0.00016 U	0.00033 U	0.00081 U	0.00099 U	0.06	0.3	0.2
	alpha-BHC	0.00013 U	0.00013 U	0.00013 U	0.00013 U	0.00026 U	0.00063 U	0.00077 U	0.1	0.6	0.0003
	beta-BHC	0.00025 U	0.00026 U	0.00026 U	0.00025 U	0.00051 U	0.0013 U	0.0015 U	0.5	2.4	0.001
	Chlordane	0.00029 U	0.0020 I	0.00031 U	0.00029 U	0.00059 U	0.00144 U	0.00162 U	2.8	14	9.6
	delta-BHC	0.00012 U	0.00012 U	0.00013 U	0.00012 U	0.00025 U	0.00061 U	0.00075 U	24	490	0.2
	Dieldrin	0.00020 U	0.00021 U	0.00021 U	0.00020 U	0.00041 U	0.0010 U	0.0012 U	0.06	0.3	0.002
	Endosulfan I	0.00014 U	0.00019 I	0.00015 U	0.00014 U	0.00029 U	0.00070 U	0.00085 U	450	7600	3.8
	Endrin	5.6E-05 U	0.000057 U	0.000059 U	0.000056 U	0.00011 U	0.00028 U	0.00034 U	25	510	1
	Heptachlor epoxide	0.00025 U	0.00026 U	0.00027 U	0.00026 U	0.00052 U	0.0013 U	0.0016 U	0.1	0.5	0.6
	Methoxychlor	0.00035 U	0.00036 U	0.00038 U	0.00036 U	0.00073 U	0.0018 U	0.0022 U	420	8800	160
	Toxaphene	0.0058 U	0.0059 U	0.0062 U	0.0059 U	0.012 U	0.029 U	0.036 U	0.9	4.5	31
	2,4,5-T	0.0024 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0030 U	690	95000	0.4
	2,4,5-TP (Silvex)	0.0024 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0030 U	660	14000	5.4
	2,4-D	0.0034 U	0.0035 U	0.0035 U	0.0034 U	0.0035 U	0.0035 U	0.0042 U	770	13000	0.7
	2,4-DB	0.0029 U	0.0040 U	0.0040 U	0.0029 U	0.0040 U	0.0040 U	0.0048 U	3	66	0.09
	Dalapon	0.0029 U	0.0030 U	0.0030 U	0.0029 U	0.0030 U	0.0030 U	0.0036 U	100	1000	0.0006
	Dicamba	0.0029 U	0.0030 U	0.0030 U	0.0029 U	0.0030 U	0.0030 U	0.0036 U	2300	40000	2.6
	Dichloroprop	0.0024 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0025 U	0.0030 U	370	5800	0.3
	Dinoseb	0.0039 U	0.0040 U	0.0040 U	0.0039 U	0.0040 U	0.0040 U	0.0048 U	65	840	0.03
	MCPA	0.68 U	0.71 U	0.70 U	0.68 U	0.70 U	0.69 U	0.83 U	35	500	0.02
	MCPP	1.5 U	1.6 U	1.6 U	1.5 U	1.6 U	1.5 U	1.8 U	75	7500	0.03
	TRPH	61	53	80	60	39 I	140	200 J3	460	2500	340
	Arsenic	0.97 I	1.2 I	0.23 U	0.21 U	0.49 I	0.22 U	2.7	2.1	12.0	SPLP
	Cadmium	0.66 U	0.69 U	0.72 U	0.67 U	0.68 U	0.68 U	0.80 U	82	6600	7.5
	Chromium	2.6	12	1.4	1.6	1.6	1.9	5.8	210	470	38
	Lead	1.4	7.6	0.82 I	0.86 I	1.1 I	1.2 I	5.1	400	1,400	SPLP
	Chlorpyrifos	0.023 U	0.023 U	0.024 U	0.023 U	0.024 U	0.023 U	0.14 U	250	2000	15
	Diazinon	0.048 U	0.048 U	0.050 U	0.048 U	0.048 U	0.048 U	0.29 U	70	1200	0.2
	Dimethoate	0.14 U	0.14 U	0.14 U	0.14 U	0.14 U	0.14 U	0.85 U	13	170	0.006
	Disulfoton	0.032 U	0.032 U	0.033 U	0.032 U	0.032 U	0.032 U	0.19 U	3.3	66	0.09
	Ethoprop	0.044 U	0.044 U	0.046 U	0.044 U	0.045 U	0.044 U	0.27 U	7.4	120	0.005
	Ethyl Parathion	0.045 U	0.045 U	0.047 U	0.046 U	0.046 U	0.045 U	0.28 U	500	11000	1
	Fensulfothion	0.067 U	0.068 U	0.070 U	0.068 U	0.068 U	0.067 U	0.41 U	19	310	0.01
	Malathion	0.039 U	0.039 U	0.041 U	0.039 U	0.0400 U	0.039 U	0.24 U	1500	24000	4.2
	Methyl Parathion	0.026 U	0.026 U	0.027 U	0.026 U	0.026 U	0.026 U	0.16 U	20	370	0.06
	Mevinphos	0.047 U	0.047 U	0.048 U	0.047 U	0.047 U	0.046 U	0.28 U	18	270	0.01
	Phorate	0.022 U	0.022 U	0.023 U	0.022 U	0.022 U	0.022 U	0.13 U	16	320	0.3
	Ronnel	0.022 U	0.022 U	0.023 U	0.022 U	0.022 U	0.022 U	0.13 U	4200	88000	1300

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected
V - Analyte was detected in both the sample and the associated method blank.
J3 = Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.

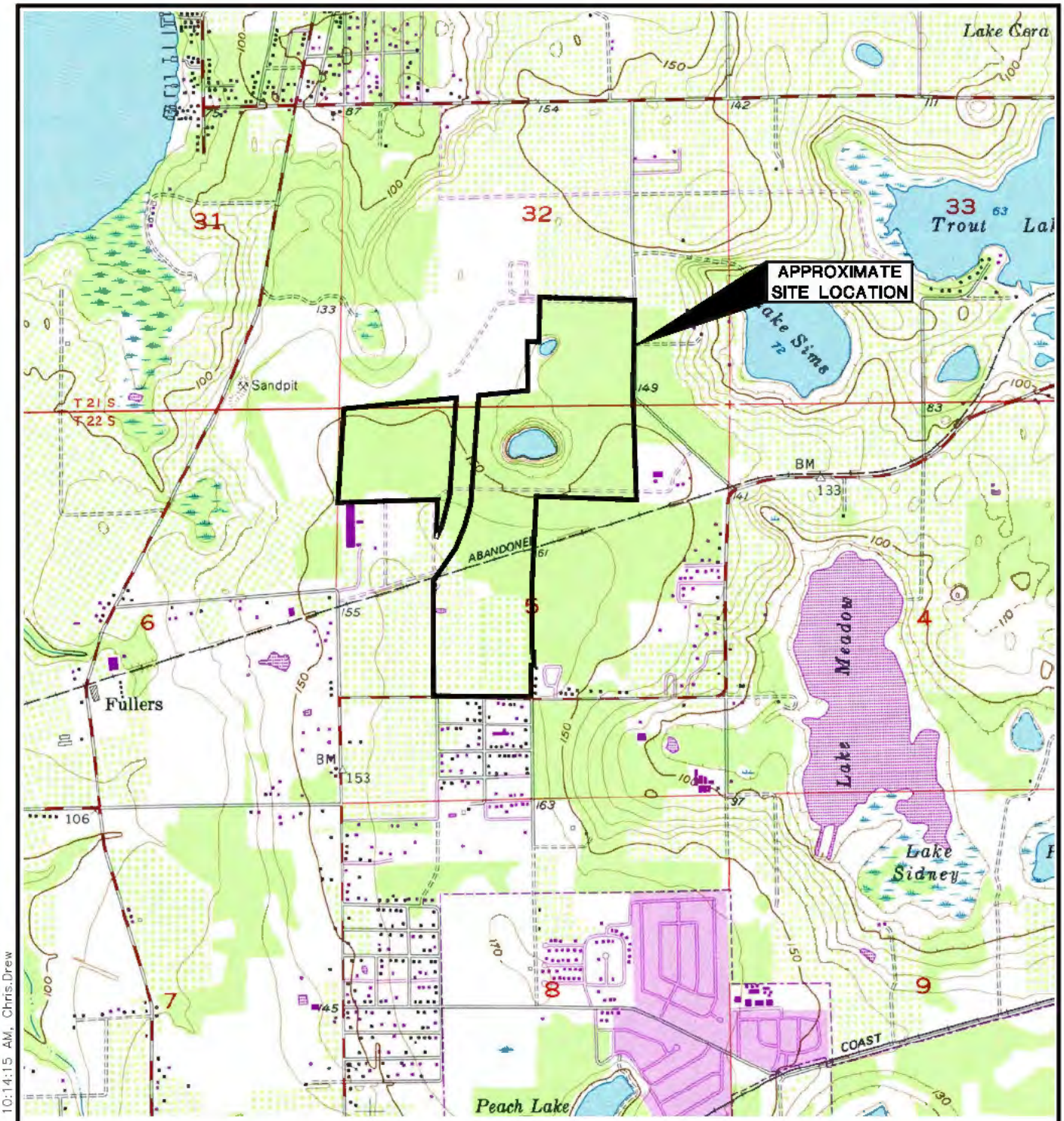
TABLE 2: SUMMARY OF GROUNDWATER ANALYTICAL RESULTS-TRPH, Pesticides, Herbicides and Metals

Facility Name: Forest Lake Golf Club
Facility Address: 10521 Clarcona Ocoee Road, Orange County, FL

Not Analyzed = NA
Not Sampled = NS
Analytical Results = µg/L

Sample Location	TMW-1	MW-1					Groundwater Cleanup Target Level (GCTL)	Natural Attenuation Default Concentration (NADC)
Screened Interval (feet, bls)	1-6	2-12						
Date Sampled	09/17/24	10/08/24						
4,4'-DDD	0.0017 U	NS					0.1	10
4,4'-DDE	0.0013 U	NS					0.1	10
4,4'-DDT	0.0026 U	NS					0.1	10
Aldrin	0.0014 U	NS					0.002	0.2
alpha-BHC	0.0020 U	NS					0.006	0.6
beta-BHC	0.0018 U	NS					0.02	2
Chlordane	0.0046 U	NS					2	200
delta-BHC	0.0020 U	NS					2.1	21
Dieldrin	0.0012 U	NS					0.002	0.2
Endosulfan I	0.0025 U	NS					42	42
Endrin	0.0014 U	NS					2	20
Heptachlor epoxide	0.0020 U	NS					0.2	2
Methoxychlor	0.0067 U	NS					40	400
Toxaphene	0.075 U	NS					3	30
2,4-D	0.024 U	NS					70	700
2,4,5-TP (Silvex)	0.034 U	NS					50	500
2,4,5-T	0.028 U	NS					70	700
Dicamba	0.034 U	NS					210	2100
Dinoseb	0.018 U	NS					7	70
Dalapon	0.020 U	NS					200	2000
Dichloroprop	0.034 U	NS					35	350
2,4-DB	0.03 U	NS					56	560
MCPP	1.5 U	NS					1000	70
MCPA	1.9 U	NS					3.5	35
TRPH (mg/L)	0.48 I	NS					5	50
Arsenic	31	9.0					10	100
Cadmium	0.25 U	NS					7,500	50
Chromium	1.3 I	NS					100	1,000
Lead	0.24 U	NS					15	150
Chlorpyrifos	1.9 U	NS					21	210
Diazinon	2.2 U	NS					6.3	63
Dimethoate	2.7 U	NS					1.4	14
Disulfoton	2.3 U	NS					0.3	3
Ethoprop	3.3 U	NS					0.7	7
Ethyl Parathion	4.7 U	NS					4.2	42
Fensulfothion	1.2 U	NS					1.8	18
Malathion	1.1 U	NS					140	1400
Methyl Parathion	4.2 U	NS					1.8	18
Mevinphos	3.7 U	NS					1.8	18
Phorate	2.7 U	NS					1.4	14
Ronnel	2.6 U	NS					350	3500

I = The reported value is between the MDL and the PQL
U = Compound was analyzed for but not detected
1 Exceeds GCTL
100 Exceeds NADC



SECTIONS 5 & 32
TOWNSHIPS 22 & 21 SOUTH
RANGE 28 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: WINTER GARDEN, FLORIDA 1956
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1984)

N

0 1000 2000
SCALE: (FEET)

QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY CONTAMINATION ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 10/01/24
FILE NO. 24-6631	APPROVED BY:	FIGURE: 1

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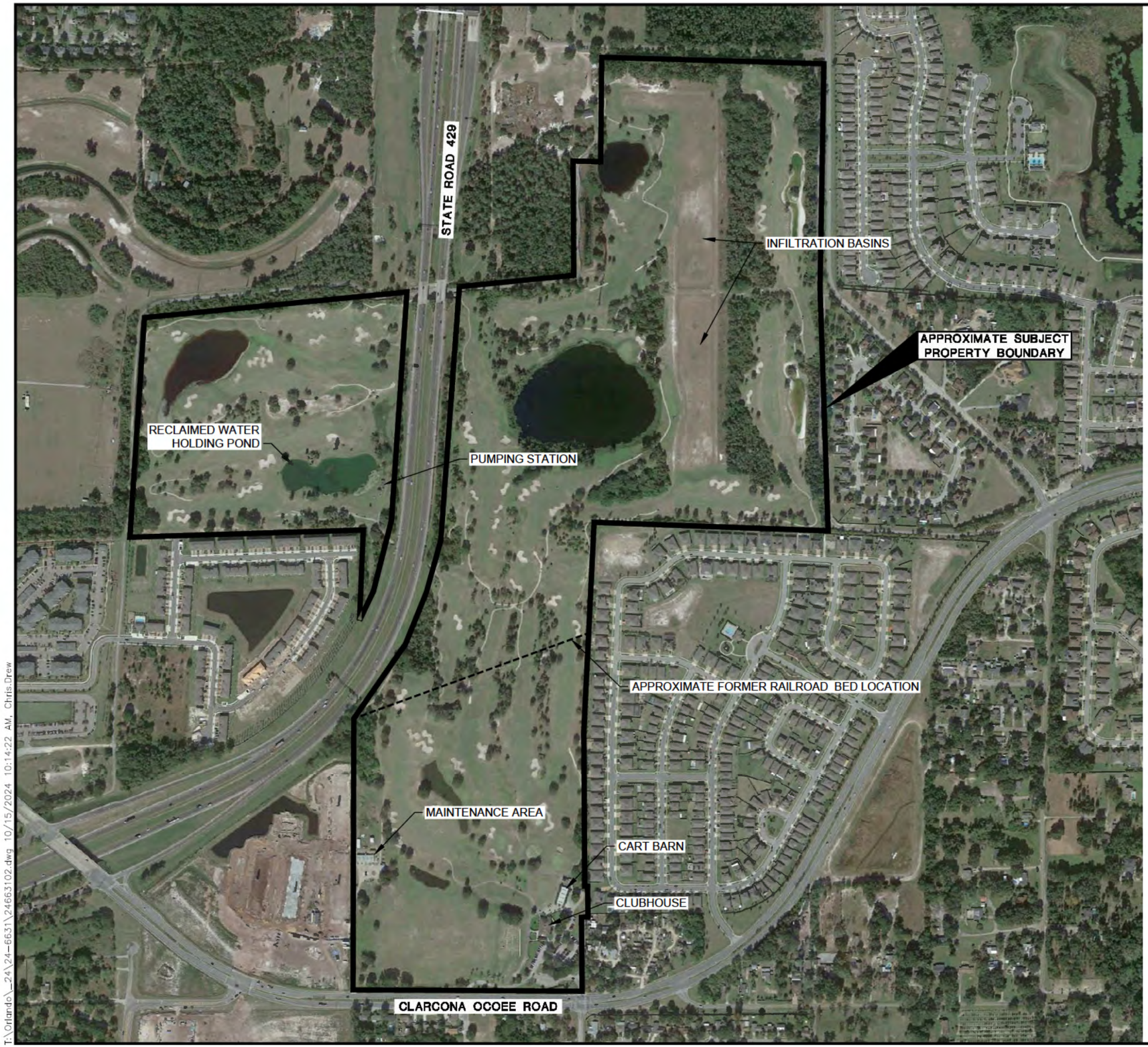

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/29/2021.

N

0 300 600

SCALE: (FEET)

AERIAL PHOTOGRAPH OF SUBJECT SITE

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY CONTAMINATION ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 10/01/24
FILE NO. 24-6631	APPROVED BY:	FIGURE: 2

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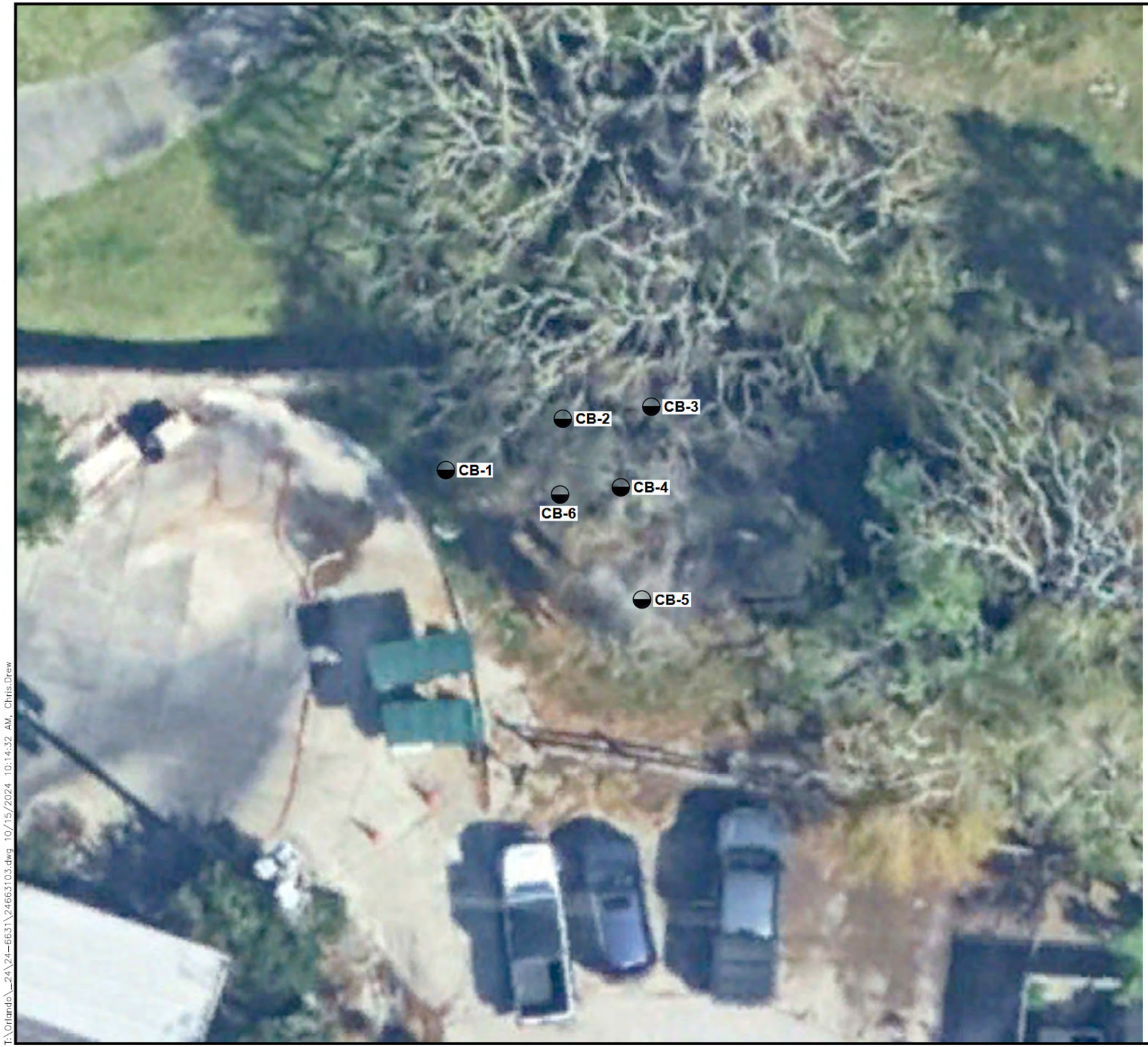

HAB SAMPLE/BORING LOCATION

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/04/2023.

N

0 5 10

SCALE: (FEET)

GOLF CART BARN SAMPLING PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY CONTAMINATION ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 10/01/24
FILE NO. 24-6631	APPROVED BY:	FIGURE: 3

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HAB SAMPLE/BORING LOCATION

MW MONITORING WELL LOCATION

NOTE: THE AERIAL PHOTOGRAPH WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 11/04/2023.

N

0 7.5 15

SCALE: (FEET)

MAINTENANCE AREA SAMPLING PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY CONTAMINATION ASSESSMENT
FOREST LAKE GOLF CLUB
10521 CLARCONA OCOEE ROAD
ORANGE COUNTY, FLORIDA

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FILE NO. 24-6631	APPROVED BY:	FIGURE: 4

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eurofins | Environment Testing

ANALYTICAL REPORT

PREPARED FOR

Attn: Katie Minter
Ardaman & Associates Inc.
8008 South Orange Avenue
PO BOX 593003
Orlando, Florida 32809

Generated 9/22/2024 6:08:49 PM

JOB DESCRIPTION

24-6620A Forest Lake Golf Club ESA II

JOB NUMBER

670-47740-1

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs FL 32701

See page two for job notes and contact information.

Job Notes

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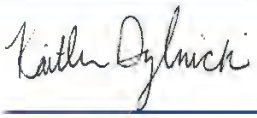
The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Southeast, LLC Project Manager.

Authorization



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Authorized for release by
Kaitlin Dylnicki, Project Manager
kaitlin.dylnicki@et.eurofinsus.com
(407)339-5984

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Qualifiers

GC/MS Semi VOA

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
U	Indicates that the compound was analyzed for but not detected.

GC Semi VOA

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
U	Indicates that the compound was analyzed for but not detected.

Metals

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Indicates that the compound was analyzed for but not detected.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
¤	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Job ID: 670-47740-1 Eurofins Orlando

Job Narrative
670-47740-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable.

- Matrix QC may not be reported if insufficient sample is provided or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

Receipt
The samples were received on 9/17/2024 12:25 PM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 1.7°C.

GC/MS Semi VOA
Method 8270E_AgChem: The continuing calibration verification (CCV) associated with batch 400-685339 recovered above the upper control limit for Famphur. The samples associated with this CCV were non-detects for the affected analytes; therefore, the data have been reported.

Method 8270E_AgChem: The continuing calibration verification (CCV) associated with batch 400-685339 recovered above the upper control limit for Ametryn, Prometon, Propazine, Terbutryn and Prometryn. The samples associated with this CCV were non-detects for the affected analytes; therefore, the data have been reported.

Method 8270E_AgChem: The laboratory control sample (LCS) and / or laboratory control sample duplicate (LCSD) for preparation batch 400-685052 and analytical batch 400-685339 recovered outside control limits for the following analytes: Famphur. These analytes were biased high in the LCS and were not detected in the associated samples; therefore, the data have been reported.

Method 8270E_AgChem: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 400-685043 and analytical batch 400-685339 were outside control limits for one or more analytes. See QC Sample Results for detail. Sample matrix interference and/or non-homogeneity are suspected because the associated laboratory control sample (LCS) recovery is within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

GC Semi VOA
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Herbicides
Method 8151A: The low level laboratory control sample (LLCS) for preparation batch 670-111975 and analytical batch 670-112102 recovered outside control limits for the following analytes: 2,4-D. These analytes were biased high in the LLCS and were not detected in the associated samples; therefore, the data have been reported.

Method 8151A: The continuing calibration verification (CCV) associated with batch 670-112102 recovered above the upper control limit for MCPA. The samples associated with this CCV were non-detects for the affected analytes; therefore, the data have been reported. The associated sample is impacted: (CCV 670-111975/1-A).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Pesticides
Method 8081B: The matrix spike (MS) recoveries for preparation batch 670-111625 and analytical batch 670-111783 were outside control limits. Non-homogeneity is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Job ID: 670-47740-1 (Continued) Eurofins Orlando

Metals
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Detection Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: CB-1-1 — Lab Sample ID: 670-47740-1

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	26	I	44	22	mg/Kg	1	☼	FL-PRO	Total/NA
Lead	1.2		1.0	0.084	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: CB-2-1 — Lab Sample ID: 670-47740-2

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Lead	0.13	I	1.1	0.092	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: CB-3-1 — Lab Sample ID: 670-47740-3

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Lead	0.39	I	1.1	0.092	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: CB-4-1 — Lab Sample ID: 670-47740-4

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Lead	0.71	I	1.2	0.096	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: CB-5-1 — Lab Sample ID: 670-47740-5

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	140		54	27	mg/Kg	1	☼	FL-PRO	Total/NA
Lead	5.7		1.3	0.10	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: CB-6-1 — Lab Sample ID: 670-47740-6

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Lead	0.19	I	1.3	0.10	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: MA-1-1 — Lab Sample ID: 670-47740-7

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	61		53	26	mg/Kg	1	☼	FL-PRO	Total/NA
Arsenic	0.97	I	1.2	0.21	mg/Kg	5	☼	6020B	Total/NA
Chromium	2.6		1.2	0.58	mg/Kg	5	☼	6020B	Total/NA
Lead	1.4		1.2	0.097	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: MA-2-1 — Lab Sample ID: 670-47740-8

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
alpha-Chlordane	0.0020	I	0.0043	0.00010	mg/Kg	1	☼	8081B	Total/NA
4,4'-DDE	0.0065		0.0043	0.00016	mg/Kg	1	☼	8081B	Total/NA
4,4'-DDT	0.00086	I	0.0043	0.00035	mg/Kg	1	☼	8081B	Total/NA
Endosulfan I	0.00019	I	0.0043	0.00014	mg/Kg	1	☼	8081B	Total/NA
Total Petroleum Hydrocarbons (C8-C40)	53		53	27	mg/Kg	1	☼	FL-PRO	Total/NA
Arsenic	1.2	I	1.3	0.22	mg/Kg	5	☼	6020B	Total/NA
Chromium	12		1.3	0.61	mg/Kg	5	☼	6020B	Total/NA
Lead	7.6		1.3	0.10	mg/Kg	5	☼	6020B	Total/NA

This Detection Summary does not include radiochemical test results.

Detection Summary

Client: Ardaman & Associates Inc. Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-3-1 Lab Sample ID: 670-47740-9

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	80		54	27	mg/Kg	1	☼	FL-PRO	Total/NA
Chromium	1.4		1.3	0.63	mg/Kg	5	☼	6020B	Total/NA
Lead	0.82	I	1.3	0.11	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: TMW-1 Lab Sample ID: 670-47740-10

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	0.48	I	1.0	0.34	mg/L	1		FL-PRO	Total/NA
Arsenic	0.031		0.0040	0.00039	mg/L	1		6020B	Total Recoverable
Chromium	0.0013	I	0.0020	0.00039	mg/L	1		6020B	Total Recoverable

This Detection Summary does not include radiochemical test results.

Client Sample ID: CB-1-1 — Lab Sample ID: 670-47740-1

Date Collected: 09/16/24 14:25 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 95.1

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	26	I	44	22	mg/Kg	☼	09/18/24 07:40	09/18/24 21:54	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*93*		*66 - 136*	*09/18/24 07:40*	*09/18/24 21:54*	*1*
C35 (Surr)	*90*		*36 - 132*	*09/18/24 07:40*	*09/18/24 21:54*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	1.2		1.0	0.084	mg/Kg	☼	09/18/24 08:34	09/18/24 13:01	5

Client Sample ID: CB-2-1 — Lab Sample ID: 670-47740-2

Date Collected: 09/16/24 14:32 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 84.6

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	0.13	I	1.1	0.092	mg/Kg	☼	09/18/24 08:34	09/18/24 13:02	5

Client Sample ID: CB-3-1 — Lab Sample ID: 670-47740-3

Date Collected: 09/16/24 14:38 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 84.5

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	25	U	50	25	mg/Kg	☼	09/18/24 07:40	09/18/24 22:12	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*89*		*66 - 136*	*09/18/24 07:40*	*09/18/24 22:12*	*1*
C35 (Surr)	*87*		*36 - 132*	*09/18/24 07:40*	*09/18/24 22:12*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	0.39	I	1.1	0.092	mg/Kg	☼	09/18/24 08:34	09/18/24 13:06	5

Client Sample ID: CB-4-1 — Lab Sample ID: 670-47740-4

Date Collected: 09/16/24 14:45 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 85.5

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	0.71	I	1.2	0.096	mg/Kg	☼	09/18/24 08:34	09/18/24 13:07	5

Client Sample ID: CB-5-1 — Lab Sample ID: 670-47740-5

Date Collected: 09/16/24 14:55 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 77.8

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	140		54	27	mg/Kg	☼	09/18/24 07:40	09/18/24 22:30	1

Client Sample ID: CB-5-1
Lab Sample ID: 670-47740-5

Date Collected: 09/16/24 14:55
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 77.8

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*107*		*66 - 136*	*09/18/24 07:40*	*09/18/24 22:30*	*1*
C35 (Surr)	*66*		*36 - 132*	*09/18/24 07:40*	*09/18/24 22:30*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	**5.7**		1.3	0.10	mg/Kg	☼	09/18/24 08:34	09/18/24 13:09	5

Client Sample ID: CB-6-1
Lab Sample ID: 670-47740-6

Date Collected: 09/16/24 15:02
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.0

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Lead	**0.19**	**I**	1.3	0.10	mg/Kg	☼	09/18/24 08:34	09/18/24 13:13	5

Client Sample ID: MA-1-1
Lab Sample ID: 670-47740-7

Date Collected: 09/16/24 11:30
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.6

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.016	U	0.081	0.016	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Atrazine	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Bolstar	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Butylate	0.034	U	0.081	0.034	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Chlorpyrifos	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Coumaphos	0.044	U	0.81	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Cycloate	0.013	U	0.081	0.013	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Diazinon	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Dichlorvos	0.053	U	0.16	0.053	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Dimethoate	0.14	U	0.16	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Disulfoton	0.032	U	0.16	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
EPN	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
EPTC	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Ethoprop	0.044	U	0.081	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Ethyl Parathion	0.045	U	0.081	0.045	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Famphur	0.040	U J3	0.16	0.040	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Fensulfothion	0.067	U	0.81	0.067	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Fenthion	0.021	U	0.081	0.021	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Malathion	0.039	U	0.081	0.039	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Methyl parathion	0.026	U	0.081	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Mevinphos	0.047	U	0.16	0.047	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Molinate	0.027	U	0.081	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Pebulate	0.033	U	0.081	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Phorate	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Prometon	0.015	U	0.081	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Prometryn	0.018	U	0.081	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Propazine	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Ronnel	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Simazine	0.032	U	0.081	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Simetryn	0.018	U	0.081	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1

Client Sample ID: MA-1-1
Lab Sample ID: 670-47740-7
Date Collected: 09/16/24 11:30
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.6

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Stirophos	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Sulfotepp	0.040	U	0.081	0.040	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Terbutryn	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Thionazin	0.049	U	0.081	0.049	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Tokuthion	0.079	U	0.081	0.079	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Trichloronate	0.026	U	0.81	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1
Vernolate	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 10:38	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*106*		*30 - 164*	*09/19/24 10:09*	*09/22/24 10:38*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00016	U	0.0042	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
alpha-BHC	0.00013	U	0.0042	0.00013	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
beta-BHC	0.00025	U	0.0042	0.00025	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
alpha-Chlordane	0.00010	U	0.0042	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
4,4'-DDD	0.00024	U	0.0042	0.00024	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
4,4'-DDE	0.00016	U	0.0042	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
4,4'-DDT	0.00034	U	0.0042	0.00034	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
delta-BHC	0.00012	U	0.0042	0.00012	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Dieldrin	0.00020	U	0.0042	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endosulfan I	0.00014	U	0.0042	0.00014	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endosulfan II	0.00010	U	0.0042	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endosulfan sulfate	0.00020	U	0.0083	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endrin	0.000056	U	0.0042	0.000056	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endrin aldehyde	0.00032	U	0.0083	0.00032	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Endrin ketone	0.000060	U	0.0083	0.000060	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
gamma-BHC (Lindane)	0.000075	U	0.0083	0.000075	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Heptachlor	0.00015	U	0.0042	0.00015	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Heptachlor epoxide	0.00025	U	0.0042	0.00025	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Methoxychlor	0.00035	U	0.0042	0.00035	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
Toxaphene	0.0058	U	0.012	0.0058	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1
gamma-Chlordane	0.00019	U	0.0042	0.00019	mg/Kg	☼	09/17/24 17:26	09/18/24 14:34	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*115*		*25 - 145*	*09/17/24 17:26*	*09/18/24 14:34*	*1*
Tetrachloro-m-xylene	*77*		*35 - 135*	*09/17/24 17:26*	*09/18/24 14:34*	*1*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0034	U	0.15	0.0034	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
Dalapon	0.0029	U	0.024	0.0029	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
2,4-DB	0.0039	U	0.018	0.0039	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
Dicamba	0.0029	U	0.073	0.0029	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
Dichlorprop	0.0024	U	0.16	0.0024	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
Dinoseb	0.0039	U	0.24	0.0039	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
MCPA	0.68	U	61	0.68	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
MCPP	1.5	U	61	1.5	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1
2,4,5-TP (Silvex)	0.0024	U	0.049	0.0024	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1

Client Sample ID: MA-1-1 — Lab Sample ID: 670-47740-7

Date Collected: 09/16/24 11:30 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 80.6

Method: SW846 8151A - Herbicides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4,5-T	0.0024	U	0.049	0.0024	mg/Kg	☼	09/19/24 08:20	09/20/24 08:34	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*57*		*10 - 150*	*09/19/24 08:20*	*09/20/24 08:34*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	61		53	26	mg/Kg	☼	09/18/24 07:40	09/18/24 22:48	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*86*		*66 - 136*	*09/18/24 07:40*	*09/18/24 22:48*	*1*
C35 (Surr)	*92*		*36 - 132*	*09/18/24 07:40*	*09/18/24 22:48*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.97	I	1.2	0.21	mg/Kg	☼	09/18/24 08:34	09/18/24 13:14	5
Cadmium	0.66	U	1.2	0.66	mg/Kg	☼	09/18/24 08:34	09/18/24 13:14	5
Chromium	2.6		1.2	0.58	mg/Kg	☼	09/18/24 08:34	09/18/24 13:14	5
Lead	1.4		1.2	0.097	mg/Kg	☼	09/18/24 08:34	09/18/24 13:14	5

Client Sample ID: MA-2-1 — Lab Sample ID: 670-47740-8

Date Collected: 09/16/24 11:45 — Matrix: Solid
Date Received: 09/17/24 12:25 — Percent Solids: 79.3

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.016	U	0.081	0.016	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Atrazine	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Bolstar	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Butylate	0.034	U	0.081	0.034	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Chlorpyrifos	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Coumaphos	0.044	U	0.81	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Cycloate	0.014	U	0.081	0.014	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Diazinon	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Dichlorvos	0.053	U	0.16	0.053	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Dimethoate	0.14	U	0.16	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Disulfoton	0.032	U	0.16	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
EPN	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
EPTC	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Ethoprop	0.044	U	0.081	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Ethyl Parathion	0.045	U	0.081	0.045	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Famphur	0.041	U	0.16	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Fensulfothion	0.068	U	0.81	0.068	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Fenthion	0.021	U	0.081	0.021	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Malathion	0.039	U	0.081	0.039	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Methyl parathion	0.026	U	0.081	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Mevinphos	0.047	U	0.16	0.047	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Molinate	0.027	U	0.081	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Pebulate	0.033	U	0.081	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Phorate	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1

Client Sample ID: MA-2-1
Lab Sample ID: 670-47740-8
Date Collected: 09/16/24 11:45
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 79.3

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Prometon	0.015	U	0.081	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Prometryn	0.018	U	0.081	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Propazine	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Ronnel	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Simazine	0.032	U	0.081	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Simetryn	0.018	U	0.081	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Stirophos	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Sulfotepp	0.041	U	0.081	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Terbutryn	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Thionazin	0.049	U	0.081	0.049	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Tokuthion	0.079	U	0.081	0.079	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Trichloronate	0.026	U	0.81	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1
Vernolate	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:04	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*98*		*30 - 164*	*09/19/24 10:09*	*09/22/24 11:04*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00017	U	0.0043	0.00017	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
alpha-BHC	0.00013	U	0.0043	0.00013	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
beta-BHC	0.00026	U	0.0043	0.00026	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
alpha-Chlordane	**0.0020**	**I**	0.0043	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
4,4'-DDD	0.00024	U	0.0043	0.00024	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
4,4'-DDE	**0.0065**		0.0043	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
4,4'-DDT	**0.00086**	**I**	0.0043	0.00035	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
delta-BHC	0.00012	U	0.0043	0.00012	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Dieldrin	0.00021	U	0.0043	0.00021	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endosulfan I	**0.00019**	**I**	0.0043	0.00014	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endosulfan II	0.00010	U	0.0043	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endosulfan sulfate	0.00021	U	0.0085	0.00021	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endrin	0.000057	U	0.0043	0.000057	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endrin aldehyde	0.00032	U	0.0085	0.00032	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Endrin ketone	0.000062	U	0.0085	0.000062	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
gamma-BHC (Lindane)	0.000077	U	0.0085	0.000077	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Heptachlor	0.00015	U	0.0043	0.00015	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Heptachlor epoxide	0.00026	U	0.0043	0.00026	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Methoxychlor	0.00036	U	0.0043	0.00036	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
Toxaphene	0.0059	U	0.013	0.0059	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1
gamma-Chlordane	0.00019	U	0.0043	0.00019	mg/Kg	☼	09/17/24 17:26	09/18/24 14:49	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*109*		*25 - 145*	*09/17/24 17:26*	*09/18/24 14:49*	*1*
Tetrachloro-m-xylene	*74*		*35 - 135*	*09/17/24 17:26*	*09/18/24 14:49*	*1*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0035	U	0.15	0.0035	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
Dalapon	0.0030	U	0.025	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
2,4-DB	0.0040	U	0.019	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1

Client Sample ID: MA-2-1

Lab Sample ID: 670-47740-8
Date Collected: 09/16/24 11:45
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 79.3

Method: SW846 8151A - Herbicides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Dicamba	0.0030	U	0.076	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
Dichlorprop	0.0025	U	0.16	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
Dinoseb	0.0040	U	0.25	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
MCPA	0.71	U	63	0.71	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
MCPP	1.6	U	63	1.6	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
2,4,5-TP (Silvex)	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1
2,4,5-T	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:00	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*55*		*10 - 150*	*09/19/24 08:20*	*09/20/24 09:00*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**53**		53	27	mg/Kg	☼	09/18/24 07:40	09/18/24 23:06	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*94*		*66 - 136*	*09/18/24 07:40*	*09/18/24 23:06*	*1*
C35 (Surr)	*94*		*36 - 132*	*09/18/24 07:40*	*09/18/24 23:06*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	**1.2**	**I**	1.3	0.22	mg/Kg	☼	09/18/24 08:34	09/18/24 13:18	5
Cadmium	0.69	U	1.3	0.69	mg/Kg	☼	09/18/24 08:34	09/18/24 13:18	5
Chromium	**12**		1.3	0.61	mg/Kg	☼	09/18/24 08:34	09/18/24 13:18	5
Lead	**7.6**		1.3	0.10	mg/Kg	☼	09/18/24 08:34	09/18/24 13:18	5

Client Sample ID: MA-3-1

Lab Sample ID: 670-47740-9
Date Collected: 09/16/24 12:35
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 77.8

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.017	U	0.084	0.017	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Atrazine	0.024	U	0.084	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Bolstar	0.050	U	0.084	0.050	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Butylate	0.036	U	0.084	0.036	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Chlorpyrifos	0.024	U	0.084	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Coumaphos	0.046	U	0.84	0.046	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Cycloate	0.014	U	0.084	0.014	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Diazinon	0.050	U	0.17	0.050	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Dichlorvos	0.055	U	0.17	0.055	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Dimethoate	0.14	U	0.17	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Disulfoton	0.033	U	0.17	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
EPN	0.050	U	0.17	0.050	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
EPTC	0.020	U	0.084	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Ethoprop	0.046	U	0.084	0.046	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Ethyl Parathion	0.047	U	0.084	0.047	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Famphur	0.042	U	0.17	0.042	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Fensulfothion	0.070	U	0.84	0.070	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Fenthion	0.022	U	0.084	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-3-1
Lab Sample ID: 670-47740-9
Date Collected: 09/16/24 12:35
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 77.8

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Malathion	0.041	U	0.084	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Methyl parathion	0.027	U	0.084	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Mevinphos	0.048	U	0.17	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Molinate	0.028	U	0.084	0.028	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Pebulate	0.034	U	0.084	0.034	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Phorate	0.023	U	0.084	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Prometon	0.015	U	0.084	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Prometryn	0.019	U	0.084	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Propazine	0.020	U	0.084	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Ronnel	0.023	U	0.084	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Simazine	0.033	U	0.084	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Simetryn	0.019	U	0.084	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Stirophos	0.050	U	0.084	0.050	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Sulfotepp	0.042	U	0.084	0.042	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Terbutryn	0.024	U	0.084	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Thionazin	0.051	U	0.084	0.051	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Tokuthion	0.081	U	0.084	0.081	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Trichloronate	0.027	U	0.84	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1
Vernolate	0.020	U	0.084	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:30	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*109*		*30 - 164*	*09/19/24 10:09*	*09/22/24 11:30*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00017	U	0.0044	0.00017	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
alpha-BHC	0.00013	U	0.0044	0.00013	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
beta-BHC	0.00026	U	0.0044	0.00026	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
alpha-Chlordane	0.00011	U	0.0044	0.00011	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
4,4'-DDD	0.00025	U	0.0044	0.00025	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
4,4'-DDE	0.00017	U	0.0044	0.00017	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
4,4'-DDT	0.00036	U	0.0044	0.00036	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
delta-BHC	0.00013	U	0.0044	0.00013	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Dieldrin	0.00021	U	0.0044	0.00021	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endosulfan I	0.00015	U	0.0044	0.00015	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endosulfan II	0.00011	U	0.0044	0.00011	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endosulfan sulfate	0.00021	U	0.0088	0.00021	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endrin	0.000059	U	0.0044	0.000059	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endrin aldehyde	0.00034	U	0.0088	0.00034	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Endrin ketone	0.000064	U	0.0088	0.000064	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
gamma-BHC (Lindane)	0.000080	U	0.0088	0.000080	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Heptachlor	0.00016	U	0.0044	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Heptachlor epoxide	0.00027	U	0.0044	0.00027	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Methoxychlor	0.00038	U	0.0044	0.00038	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
Toxaphene	0.0062	U	0.013	0.0062	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1
gamma-Chlordane	0.00020	U	0.0044	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 15:04	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*99*		*25 - 145*	*09/17/24 17:26*	*09/18/24 15:04*	*1*
Tetrachloro-m-xylene	*64*		*35 - 135*	*09/17/24 17:26*	*09/18/24 15:04*	*1*

Client Sample ID: MA-3-1 — Lab Sample ID: 670-47740-9

Date Collected: 09/16/24 12:35 — **Matrix: Solid**
Date Received: 09/17/24 12:25 — **Percent Solids: 77.8**

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0035	U	0.15	0.0035	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
Dalapon	0.0030	U	0.025	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
2,4-DB	0.0040	U	0.019	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
Dicamba	0.0030	U	0.075	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
Dichlorprop	0.0025	U	0.16	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
Dinoseb	0.0040	U	0.25	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
MCPA	0.70	U	63	0.70	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
MCPP	1.6	U	63	1.6	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
2,4,5-TP (Silvex)	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1
2,4,5-T	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:26	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*52*		*10 - 150*	*09/19/24 08:20*	*09/20/24 09:26*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**80**		54	27	mg/Kg	☼	09/18/24 07:40	09/18/24 23:23	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*86*		*66 - 136*	*09/18/24 07:40*	*09/18/24 23:23*	*1*
C35 (Surr)	*103*		*36 - 132*	*09/18/24 07:40*	*09/18/24 23:23*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.23	U	1.3	0.23	mg/Kg	☼	09/18/24 08:34	09/18/24 13:19	5
Cadmium	0.72	U	1.3	0.72	mg/Kg	☼	09/18/24 08:34	09/18/24 13:19	5
Chromium	**1.4**		1.3	0.63	mg/Kg	☼	09/18/24 08:34	09/18/24 13:19	5
Lead	**0.82**	**I**	1.3	0.11	mg/Kg	☼	09/18/24 08:34	09/18/24 13:19	5

Client Sample ID: TMW-1 — Lab Sample ID: 670-47740-10

Date Collected: 09/17/24 11:03 — **Matrix: Water**
Date Received: 09/17/24 12:25

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:01	09/22/24 15:02	1
Atrazine	2.0	U	4.0	2.0	ug/L		09/19/24 11:01	09/22/24 15:02	1
Prometon	3.9	U	4.0	3.9	ug/L		09/19/24 11:01	09/22/24 15:02	1
Prometryn	2.9	U	4.0	2.9	ug/L		09/19/24 11:01	09/22/24 15:02	1
Propazine	2.4	U	4.0	2.4	ug/L		09/19/24 11:01	09/22/24 15:02	1
Simetryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:01	09/22/24 15:02	1
Simazine	3.0	U	4.0	3.0	ug/L		09/19/24 11:01	09/22/24 15:02	1
Terbutryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:01	09/22/24 15:02	1
Butylate	1.4	U	4.0	1.4	ug/L		09/19/24 11:01	09/22/24 15:02	1
Cycloate	1.6	U	4.0	1.6	ug/L		09/19/24 11:01	09/22/24 15:02	1
EPTC	0.86	U	4.0	0.86	ug/L		09/19/24 11:01	09/22/24 15:02	1
Molinate	1.7	U	4.0	1.7	ug/L		09/19/24 11:01	09/22/24 15:02	1
Pebulate	1.3	U	4.0	1.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Vernolate	1.2	U	4.0	1.2	ug/L		09/19/24 11:01	09/22/24 15:02	1
Bolstar	1.8	U	4.0	1.8	ug/L		09/19/24 11:01	09/22/24 15:02	1

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: TMW-1
Lab Sample ID: 670-47740-10
Date Collected: 09/17/24 11:03
Matrix: Water
Date Received: 09/17/24 12:25

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Chlorpyrifos	1.9	U	4.0	1.9	ug/L		09/19/24 11:01	09/22/24 15:02	1
Coumaphos	3.3	U	4.0	3.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Diazinon	2.2	U	4.0	2.2	ug/L		09/19/24 11:01	09/22/24 15:02	1
Dichlorvos	3.8	U	8.0	3.8	ug/L		09/19/24 11:01	09/22/24 15:02	1
Disulfoton	2.3	U	8.0	2.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Ethoprop	3.3	U	4.0	3.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Fensulfothion	1.2	U	20	1.2	ug/L		09/19/24 11:01	09/22/24 15:02	1
Fenthion	3.2	U	4.0	3.2	ug/L		09/19/24 11:01	09/22/24 15:02	1
Methyl parathion	4.2	U	6.0	4.2	ug/L		09/19/24 11:01	09/22/24 15:02	1
Mevinphos	3.7	U	4.0	3.7	ug/L		09/19/24 11:01	09/22/24 15:02	1
Phorate	2.7	U	4.0	2.7	ug/L		09/19/24 11:01	09/22/24 15:02	1
Ronnel	2.6	U	4.0	2.6	ug/L		09/19/24 11:01	09/22/24 15:02	1
Stirophos	2.3	U	4.0	2.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Tokuthion	3.0	U	4.0	3.0	ug/L		09/19/24 11:01	09/22/24 15:02	1
Trichloronate	1.5	U	4.0	1.5	ug/L		09/19/24 11:01	09/22/24 15:02	1
Dimethoate	2.7	U	8.0	2.7	ug/L		09/19/24 11:01	09/22/24 15:02	1
EPN	4.3	U	6.0	4.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Ethyl Parathion	4.7	U	6.0	4.7	ug/L		09/19/24 11:01	09/22/24 15:02	1
Malathion	1.1	U	4.0	1.1	ug/L		09/19/24 11:01	09/22/24 15:02	1
Sulfotepp	3.4	U	4.0	3.4	ug/L		09/19/24 11:01	09/22/24 15:02	1
Famphur	2.3	U J3	8.0	2.3	ug/L		09/19/24 11:01	09/22/24 15:02	1
Thionazin	2.6	U	4.0	2.6	ug/L		09/19/24 11:01	09/22/24 15:02	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*120*		*16 - 164*	*09/19/24 11:01*	*09/22/24 15:02*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 23:32	1
alpha-BHC	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 23:32	1
beta-BHC	0.0018	U	0.010	0.0018	ug/L		09/18/24 13:50	09/18/24 23:32	1
delta-BHC	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 23:32	1
gamma-BHC (Lindane)	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 23:32	1
4,4'-DDD	0.0017	U	0.010	0.0017	ug/L		09/18/24 13:50	09/18/24 23:32	1
4,4'-DDE	0.0013	U	0.010	0.0013	ug/L		09/18/24 13:50	09/18/24 23:32	1
4,4'-DDT	0.0026	U	0.010	0.0026	ug/L		09/18/24 13:50	09/18/24 23:32	1
Dieldrin	0.0012	U	0.010	0.0012	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endosulfan I	0.0025	U	0.010	0.0025	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endosulfan II	0.0016	U	0.010	0.0016	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endrin	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endrin aldehyde	0.0011	U	0.010	0.0011	ug/L		09/18/24 13:50	09/18/24 23:32	1
Heptachlor	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 23:32	1
Heptachlor epoxide	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 23:32	1
Methoxychlor	0.0067	U	0.010	0.0067	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endosulfan sulfate	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 23:32	1
Endrin ketone	0.0016	U	0.010	0.0016	ug/L		09/18/24 13:50	09/18/24 23:32	1
Toxaphene	0.075	U	0.20	0.075	ug/L		09/18/24 13:50	09/18/24 23:32	1
Chlordane (technical)	0.097	U	0.20	0.097	ug/L		09/18/24 13:50	09/18/24 23:32	1
alpha-Chlordane	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 23:32	1
gamma-Chlordane	0.0032	U	0.010	0.0032	ug/L		09/18/24 13:50	09/18/24 23:32	1

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: TMW-1
Lab Sample ID: 670-47740-10
Date Collected: 09/17/24 11:03
Matrix: Water
Date Received: 09/17/24 12:25

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*122*		*23 - 135*	*09/18/24 13:50*	*09/18/24 23:32*	*1*
Tetrachloro-m-xylene	*121*		*41 - 133*	*09/18/24 13:50*	*09/18/24 23:32*	*1*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4,5-T	0.028	U	0.50	0.028	ug/L		09/19/24 08:07	09/19/24 22:54	1
2,4,5-TP (Silvex)	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 22:54	1
2,4-D	0.024	U	0.50	0.024	ug/L		09/19/24 08:07	09/19/24 22:54	1
2,4-DB	0.031	U	0.50	0.031	ug/L		09/19/24 08:07	09/19/24 22:54	1
Dalapon	0.020	U	0.50	0.020	ug/L		09/19/24 08:07	09/19/24 22:54	1
Dicamba	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 22:54	1
Dichlorprop	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 22:54	1
Dinoseb	0.018	U	0.50	0.018	ug/L		09/19/24 08:07	09/19/24 22:54	1
MCPA	1.9	U	10	1.9	ug/L		09/19/24 08:07	09/19/24 22:54	1
MCPP	1.5	U	10	1.5	ug/L		09/19/24 08:07	09/19/24 22:54	1
Picloram	0.016	U	0.50	0.016	ug/L		09/19/24 08:07	09/19/24 22:54	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*120*		*70 - 130*	*09/19/24 08:07*	*09/19/24 22:54*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**0.48**	**I**	1.0	0.34	mg/L		09/17/24 19:49	09/18/24 19:11	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*97*		*66 - 139*	*09/17/24 19:49*	*09/18/24 19:11*	*1*
C35 (Surr)	*101*		*40 - 129*	*09/17/24 19:49*	*09/18/24 19:11*	*1*

Method: SW846 6020B - Metals (ICP/MS) - Total Recoverable

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	**0.031**		0.0040	0.00039	mg/L		09/17/24 15:27	09/18/24 13:56	1
Cadmium	0.00025	U	0.0020	0.00025	mg/L		09/17/24 15:27	09/18/24 13:56	1
Chromium	**0.0013**	**I**	0.0020	0.00039	mg/L		09/17/24 15:27	09/18/24 13:56	1
Lead	0.00024	U	0.0020	0.00024	mg/L		09/17/24 15:27	09/18/24 13:56	1

Surrogate Summary

Client: Ardaman & Associates Inc. Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		TPP
Lab Sample ID	Client Sample ID	(30-164)
670-47740-7	MA-1-1	106
670-47740-7 MS	MA-1-1	115
670-47740-7 MSD	MA-1-1	95
670-47740-8	MA-2-1	98
670-47740-9	MA-3-1	109
LCS 400-685043/2-A	Lab Control Sample	98
MB 400-685043/1-A	Method Blank	104

Surrogate Legend

TPP = Triphenylphosphate

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		TPP
Lab Sample ID	Client Sample ID	(16-164)
670-47740-10	TMW-1	120
LCS 400-685052/2-A	Lab Control Sample	129
LCSD 400-685052/3-A	Lab Control Sample Dup	129
MB 400-685052/1-A	Method Blank	122

Surrogate Legend

TPP = Triphenylphosphate

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		DCBP1	TCX1
Lab Sample ID	Client Sample ID	(25-145)	(35-135)
670-47677-B-1-C MS	Matrix Spike	119	73
670-47677-B-1-D MSD	Matrix Spike Duplicate	112	79
670-47740-7	MA-1-1	115	77
670-47740-8	MA-2-1	109	74
670-47740-9	MA-3-1	99	64
LCS 670-111625/2-A	Lab Control Sample	96	77
MB 670-111625/1-A	Method Blank	97	76

Surrogate Legend

DCBP = DCB Decachlorobiphenyl
TCX = Tetrachloro-m-xylene

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		DCBP1	TCX1
Lab Sample ID	Client Sample ID	(23-135)	(41-133)
670-47740-10	TMW-1	122	121
LCS 670-111840/2-A	Lab Control Sample	85	99
LCSD 670-111840/3-A	Lab Control Sample Dup	94	115

Client: Ardaman & Associates Inc. Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		DCBP1	TCX1
Lab Sample ID	Client Sample ID	(23-135)	(41-133)
MB 670-111840/1-A	Method Blank	80	93

Surrogate Legend

DCBP = DCB Decachlorobiphenyl

TCX = Tetrachloro-m-xylene

Method: 8151A - Herbicides (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		DCPAA1
Lab Sample ID	Client Sample ID	(10-150)
400-262398-K-1-A MS	Matrix Spike	53
400-262398-K-1-B MSD	Matrix Spike Duplicate	44
670-47740-7	MA-1-1	57
670-47740-8	MA-2-1	55
670-47740-9	MA-3-1	52
LCS 400-684892/2-A	Lab Control Sample	57
MB 400-684892/1-A	Method Blank	52

Surrogate Legend

DCPAA = 2,4-Dichlorophenylacetic acid

Method: 8151A - Herbicides (GC)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		DCPAA1
Lab Sample ID	Client Sample ID	(70-130)
670-47740-10	TMW-1	120
LCS 670-111975/2-A	Lab Control Sample	96
LCSD 670-111975/3-A	Lab Control Sample Dup	98
MB 670-111975/5-A	Method Blank	95

Surrogate Legend

DCPAA = 2,4-Dichlorophenylacetic acid

Method: 8151A - Herbicides (GC)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		DCPAA1
Lab Sample ID	Client Sample ID	(5-150)
MRL 670-111975/4-A	Lab Control Sample	101

Surrogate Legend

DCPAA = 2,4-Dichlorophenylacetic acid

Surrogate Summary

Client: Ardaman & Associates Inc. Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: FL-PRO - Florida - Petroleum Range Organics (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		OTP	C-35
Lab Sample ID	Client Sample ID	(66-136)	(36-132)
670-47740-1	CB-1-1	93	90
670-47740-3	CB-3-1	89	87
670-47740-5	CB-5-1	107	66
670-47740-7	MA-1-1	86	92
670-47740-8	MA-2-1	94	94
670-47740-9	MA-3-1	86	103
670-47787-B-11-A MS	Matrix Spike	91	80
670-47787-B-11-B MSD	Matrix Spike Duplicate	90	77
LCS 670-111703/2-A	Lab Control Sample	102	54
MB 670-111703/1-A	Method Blank	93	84

Surrogate Legend

OTP = o- terphenyl (Surr)
C-35 = C35 (Surr)

Method: FL-PRO - Florida - Petroleum Range Organics (GC)

Matrix: Water **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		OTP	C-35
Lab Sample ID	Client Sample ID	(66-139)	(40-129)
670-47740-10	TMW-1	97	101
LCS 670-111662/2-A	Lab Control Sample	88	98
LCSD 670-111662/3-A	Lab Control Sample Dup	90	98
MB 670-111662/1-A	Method Blank	94	103

Surrogate Legend

OTP = o- terphenyl (Surr)
C-35 = C35 (Surr)

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Lab Sample ID: MB 400-685043/1-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 685043

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.013	U	0.066	0.013	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Atrazine	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Butylate	0.028	U	0.066	0.028	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Cycloate	0.011	U	0.066	0.011	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
EPTC	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Bolstar	0.039	U	0.066	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Chlorpyrifos	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Coumaphos	0.036	U	0.66	0.036	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Diazinon	0.039	U	0.13	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Dichlorvos	0.043	U	0.13	0.043	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Disulfoton	0.026	U	0.13	0.026	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ethoprop	0.036	U	0.066	0.036	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Fensulfothion	0.055	U	0.66	0.055	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Molinate	0.022	U	0.066	0.022	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Fenthion	0.017	U	0.066	0.017	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Pebulate	0.027	U	0.066	0.027	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Methyl parathion	0.021	U	0.066	0.021	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Mevinphos	0.038	U	0.13	0.038	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Prometon	0.012	U	0.066	0.012	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Phorate	0.018	U	0.066	0.018	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Prometryn	0.015	U	0.066	0.015	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Propazine	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ronnel	0.018	U	0.066	0.018	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Simazine	0.026	U	0.066	0.026	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Simetryn	0.015	U	0.066	0.015	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Dimethoate	0.11	U	0.13	0.11	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Stirophos	0.039	U	0.066	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
EPN	0.039	U	0.13	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ethyl Parathion	0.037	U	0.066	0.037	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Terbutryn	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Malathion	0.032	U	0.066	0.032	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Sulfotepp	0.033	U	0.066	0.033	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Tokuthion	0.064	U	0.066	0.064	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Famphur	0.033	U	0.13	0.033	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Trichloronate	0.021	U	0.66	0.021	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Thionazin	0.040	U	0.066	0.040	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Vernolate	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*104*		*30 - 164*	*09/19/24 10:09*	*09/22/24 08:53*	*1*

Lab Sample ID: LCS 400-685043/2-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Ametryn	0.333	0.299		mg/Kg		90	40 - 140
Atrazine	0.333	0.297		mg/Kg		89	18 - 131

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 400-685043/2-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Butylate	0.333	0.227		mg/Kg		68	40 - 140
Cycloate	0.333	0.230		mg/Kg		69	40 - 140
EPTC	0.333	0.221		mg/Kg		66	40 - 140
Bolstar	0.667	0.602		mg/Kg		90	36 - 121
Chlorpyrifos	0.667	0.642		mg/Kg		96	40 - 118
Coumaphos	0.667	0.623	I	mg/Kg		93	39 - 138
Diazinon	0.667	0.582		mg/Kg		87	40 - 114
Dichlorvos	0.667	0.531		mg/Kg		80	31 - 133
Disulfoton	0.667	0.490		mg/Kg		74	18 - 124
Ethoprop	0.667	0.620		mg/Kg		93	40 - 118
Fensulfothion	0.667	0.751		mg/Kg		113	40 - 150
Molinate	0.333	0.230		mg/Kg		69	40 - 140
Fenthion	0.667	0.642		mg/Kg		96	40 - 120
Pebulate	0.333	0.234		mg/Kg		70	40 - 140
Methyl parathion	0.667	0.581		mg/Kg		87	40 - 149
Mevinphos	0.667	0.577		mg/Kg		87	40 - 116
Prometon	0.333	0.281		mg/Kg		84	40 - 140
Phorate	0.667	0.542		mg/Kg		81	31 - 124
Prometryn	0.333	0.298		mg/Kg		90	40 - 140
Propazine	0.333	0.312		mg/Kg		94	40 - 140
Ronnel	0.667	0.645		mg/Kg		97	40 - 121
Simazine	0.333	0.300		mg/Kg		90	10 - 150
Simetryn	0.333	0.298		mg/Kg		89	30 - 130
Dimethoate	0.667	0.716		mg/Kg		107	13 - 150
Stirophos	0.667	0.687		mg/Kg		103	40 - 126
EPN	0.667	0.613		mg/Kg		92	40 - 149
Ethyl Parathion	0.667	0.715		mg/Kg		107	40 - 145
Terbutryn	0.333	0.314		mg/Kg		94	40 - 140
Malathion	0.667	0.672		mg/Kg		101	40 - 124
Sulfotepp	0.667	0.525		mg/Kg		79	40 - 132
Tokuthion	0.667	0.526		mg/Kg		79	10 - 150
Famphur	0.667	0.766		mg/Kg		115	40 - 120
Trichloronate	0.667	0.568	I	mg/Kg		85	39 - 119
Thionazin	0.670	0.690		mg/Kg		103	40 - 126
Vernolate	0.333	0.239		mg/Kg		72	40 - 140

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Triphenylphosphate	*98*		*30 - 164*

Lab Sample ID: 670-47740-7 MS
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: MA-1-1
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Ametryn	0.016	U	0.412	0.410		mg/Kg	☼	100	40 - 140
Atrazine	0.023	U	0.412	0.379		mg/Kg	☼	92	18 - 131
Butylate	0.034	U	0.412	0.302		mg/Kg	☼	73	30 - 130
Cycloate	0.013	U	0.412	0.306		mg/Kg	☼	74	30 - 130

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 670-47740-7 MS
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: MA-1-1
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
EPTC	0.020	U	0.412	0.293		mg/Kg	☼	71	30 - 130
Bolstar	0.048	U	0.824	0.917		mg/Kg	☼	111	40 - 156
Chlorpyrifos	0.023	U	0.824	0.809		mg/Kg	☼	98	22 - 130
Coumaphos	0.044	U	0.824	0.820		mg/Kg	☼	100	51 - 147
Diazinon	0.048	U	0.824	0.760		mg/Kg	☼	92	41 - 130
Dichlorvos	0.053	U	0.824	0.751		mg/Kg	☼	91	10 - 130
Disulfoton	0.032	U	0.824	0.556		mg/Kg	☼	68	10 - 134
Ethoprop	0.044	U	0.824	0.828		mg/Kg	☼	100	30 - 130
Fensulfothion	0.067	U	0.824	1.09		mg/Kg	☼	133	43 - 145
Molinate	0.027	U	0.412	0.316		mg/Kg	☼	77	30 - 130
Fenthion	0.021	U	0.824	0.854		mg/Kg	☼	104	10 - 128
Pebulate	0.033	U	0.412	0.318		mg/Kg	☼	77	30 - 130
Methyl parathion	0.026	U	0.824	0.780		mg/Kg	☼	95	36 - 149
Mevinphos	0.047	U	0.824	0.803		mg/Kg	☼	97	30 - 130
Prometon	0.015	U	0.412	0.400		mg/Kg	☼	97	40 - 140
Phorate	0.022	U	0.824	0.677		mg/Kg	☼	82	36 - 130
Prometryn	0.018	U	0.412	0.386		mg/Kg	☼	94	40 - 140
Propazine	0.020	U	0.412	0.351		mg/Kg	☼	85	40 - 140
Ronnel	0.022	U	0.824	0.818		mg/Kg	☼	99	30 - 130
Simazine	0.032	U	0.412	0.354		mg/Kg	☼	86	10 - 181
Simetryn	0.018	U	0.412	0.417		mg/Kg	☼	101	30 - 130
Dimethoate	0.14	U	0.824	0.978		mg/Kg	☼	119	38 - 130
Stirophos	0.048	U	0.824	0.843		mg/Kg	☼	102	36 - 126
EPN	0.048	U	0.824	0.872		mg/Kg	☼	106	48 - 124
Ethyl Parathion	0.045	U	0.824	0.952		mg/Kg	☼	116	24 - 151
Terbutryn	0.023	U	0.412	0.413		mg/Kg	☼	100	30 - 130
Malathion	0.039	U	0.824	0.780		mg/Kg	☼	95	10 - 141
Sulfotepp	0.040	U	0.824	0.836		mg/Kg	☼	102	13 - 171
Tokuthion	0.079	U	0.824	0.896		mg/Kg	☼	109	14 - 130
Famphur	0.040	U J3	0.824	1.11	J3	mg/Kg	☼	134	10 - 130
Trichloronate	0.026	U	0.824	0.728	I	mg/Kg	☼	88	50 - 150
Thionazin	0.049	U	0.828	0.906		mg/Kg	☼	109	10 - 130
Vernolate	0.020	U	0.412	0.309		mg/Kg	☼	75	30 - 130

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
Triphenylphosphate	*115*		*30 - 164*

Lab Sample ID: 670-47740-7 MSD
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: MA-1-1
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Ametryn	0.016	U	0.404	0.376		mg/Kg	☼	93	40 - 140	9	50
Atrazine	0.023	U	0.404	0.348		mg/Kg	☼	86	18 - 131	9	50
Butylate	0.034	U	0.404	0.274		mg/Kg	☼	68	30 - 130	10	50
Cycloate	0.013	U	0.404	0.282		mg/Kg	☼	70	30 - 130	8	50
EPTC	0.020	U	0.404	0.265		mg/Kg	☼	65	30 - 130	10	50
Bolstar	0.048	U	0.809	0.707		mg/Kg	☼	87	40 - 156	26	50

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 670-47740-7 MSD
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: MA-1-1
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Chlorpyrifos	0.023	U	0.809	0.771		mg/Kg	☼	95	22 - 130	5	50
Coumaphos	0.044	U	0.809	0.732	I	mg/Kg	☼	91	51 - 147	11	50
Diazinon	0.048	U	0.809	0.714		mg/Kg	☼	88	41 - 130	6	50
Dichlorvos	0.053	U	0.809	0.653		mg/Kg	☼	81	10 - 130	14	50
Disulfoton	0.032	U	0.809	0.526		mg/Kg	☼	65	10 - 134	6	50
Ethoprop	0.044	U	0.809	0.772		mg/Kg	☼	95	30 - 130	7	50
Fensulfothion	0.067	U	0.809	0.916		mg/Kg	☼	113	43 - 145	18	50
Molinate	0.027	U	0.404	0.285		mg/Kg	☼	71	30 - 130	10	50
Fenthion	0.021	U	0.809	0.764		mg/Kg	☼	94	10 - 128	11	50
Pebulate	0.033	U	0.404	0.295		mg/Kg	☼	73	30 - 130	8	50
Methyl parathion	0.026	U	0.809	0.728		mg/Kg	☼	90	36 - 149	7	50
Mevinphos	0.047	U	0.809	0.754		mg/Kg	☼	93	30 - 130	6	50
Prometon	0.015	U	0.404	0.391		mg/Kg	☼	97	40 - 140	2	50
Phorate	0.022	U	0.809	0.629		mg/Kg	☼	78	36 - 130	7	50
Prometryn	0.018	U	0.404	0.363		mg/Kg	☼	90	40 - 140	6	50
Propazine	0.020	U	0.404	0.379		mg/Kg	☼	94	40 - 140	8	50
Ronnel	0.022	U	0.809	0.754		mg/Kg	☼	93	30 - 130	8	50
Simazine	0.032	U	0.404	0.346		mg/Kg	☼	86	10 - 181	2	50
Simetryn	0.018	U	0.404	0.376		mg/Kg	☼	93	30 - 130	10	50
Dimethoate	0.14	U	0.809	0.867		mg/Kg	☼	107	38 - 130	12	50
Stirophos	0.048	U	0.809	0.814		mg/Kg	☼	101	36 - 126	4	50
EPN	0.048	U	0.809	0.717		mg/Kg	☼	89	48 - 124	19	50
Ethyl Parathion	0.045	U	0.809	0.877		mg/Kg	☼	108	24 - 151	8	50
Terbutryn	0.023	U	0.404	0.394		mg/Kg	☼	97	30 - 130	5	50
Malathion	0.039	U	0.809	0.798		mg/Kg	☼	99	10 - 141	2	50
Sulfotepp	0.040	U	0.809	0.632		mg/Kg	☼	78	13 - 171	28	50
Tokuthion	0.079	U	0.809	0.677		mg/Kg	☼	84	14 - 130	28	50
Famphur	0.040	U J3	0.809	0.898		mg/Kg	☼	111	10 - 130	21	50
Trichloronate	0.026	U	0.809	0.657	I	mg/Kg	☼	81	50 - 150	10	50
Thionazin	0.049	U	0.813	0.841		mg/Kg	☼	104	10 - 130	7	50
Vernolate	0.020	U	0.404	0.285		mg/Kg	☼	71	30 - 130	8	50

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
Triphenylphosphate	*95*		*30 - 164*

Lab Sample ID: MB 400-685052/1-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 685052

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:00	09/22/24 13:42	1
Atrazine	2.0	U	4.0	2.0	ug/L		09/19/24 11:00	09/22/24 13:42	1
Butylate	1.4	U	4.0	1.4	ug/L		09/19/24 11:00	09/22/24 13:42	1
Cycloate	1.6	U	4.0	1.6	ug/L		09/19/24 11:00	09/22/24 13:42	1
EPTC	0.86	U	4.0	0.86	ug/L		09/19/24 11:00	09/22/24 13:42	1
Bolstar	1.8	U	4.0	1.8	ug/L		09/19/24 11:00	09/22/24 13:42	1
Chlorpyrifos	1.9	U	4.0	1.9	ug/L		09/19/24 11:00	09/22/24 13:42	1
Coumaphos	3.3	U	4.0	3.3	ug/L		09/19/24 11:00	09/22/24 13:42	1

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 400-685052/1-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 685052

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Diazinon	2.2	U	4.0	2.2	ug/L		09/19/24 11:00	09/22/24 13:42	1
Dichlorvos	3.8	U	8.0	3.8	ug/L		09/19/24 11:00	09/22/24 13:42	1
Disulfoton	2.3	U	8.0	2.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
Ethoprop	3.3	U	4.0	3.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
Fensulfothion	1.2	U	20	1.2	ug/L		09/19/24 11:00	09/22/24 13:42	1
Molinate	1.7	U	4.0	1.7	ug/L		09/19/24 11:00	09/22/24 13:42	1
Fenthion	3.2	U	4.0	3.2	ug/L		09/19/24 11:00	09/22/24 13:42	1
Pebulate	1.3	U	4.0	1.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
Methyl parathion	4.2	U	6.0	4.2	ug/L		09/19/24 11:00	09/22/24 13:42	1
Mevinphos	3.7	U	4.0	3.7	ug/L		09/19/24 11:00	09/22/24 13:42	1
Prometon	3.9	U	4.0	3.9	ug/L		09/19/24 11:00	09/22/24 13:42	1
Phorate	2.7	U	4.0	2.7	ug/L		09/19/24 11:00	09/22/24 13:42	1
Prometryn	2.9	U	4.0	2.9	ug/L		09/19/24 11:00	09/22/24 13:42	1
Propazine	2.4	U	4.0	2.4	ug/L		09/19/24 11:00	09/22/24 13:42	1
Ronnel	2.6	U	4.0	2.6	ug/L		09/19/24 11:00	09/22/24 13:42	1
Simazine	3.0	U	4.0	3.0	ug/L		09/19/24 11:00	09/22/24 13:42	1
Simetryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:00	09/22/24 13:42	1
Dimethoate	2.7	U	8.0	2.7	ug/L		09/19/24 11:00	09/22/24 13:42	1
Stirophos	2.3	U	4.0	2.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
EPN	4.3	U	6.0	4.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
Ethyl Parathion	4.7	U	6.0	4.7	ug/L		09/19/24 11:00	09/22/24 13:42	1
Terbutryn	2.8	U	4.0	2.8	ug/L		09/19/24 11:00	09/22/24 13:42	1
Malathion	1.1	U	4.0	1.1	ug/L		09/19/24 11:00	09/22/24 13:42	1
Sulfotepp	3.4	U	4.0	3.4	ug/L		09/19/24 11:00	09/22/24 13:42	1
Tokuthion	3.0	U	4.0	3.0	ug/L		09/19/24 11:00	09/22/24 13:42	1
Famphur	2.3	U	8.0	2.3	ug/L		09/19/24 11:00	09/22/24 13:42	1
Trichloronate	1.5	U	4.0	1.5	ug/L		09/19/24 11:00	09/22/24 13:42	1
Thionazin	2.6	U	4.0	2.6	ug/L		09/19/24 11:00	09/22/24 13:42	1
Vernolate	1.2	U	4.0	1.2	ug/L		09/19/24 11:00	09/22/24 13:42	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*122*		*16 - 164*	*09/19/24 11:00*	*09/22/24 13:42*	*1*

Lab Sample ID: LCS 400-685052/2-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685052

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Ametryn	20.0	20.7		ug/L		104	60 - 130
Atrazine	20.0	20.4		ug/L		102	39 - 130
Butylate	20.0	15.2		ug/L		76	38 - 145
Cycloate	20.0	16.1		ug/L		80	46 - 159
EPTC	20.0	15.0		ug/L		75	46 - 154
Bolstar	40.0	48.5		ug/L		121	36 - 130
Chlorpyrifos	40.0	44.2		ug/L		110	49 - 130
Coumaphos	40.0	37.8		ug/L		95	61 - 139
Diazinon	40.0	40.7		ug/L		102	40 - 137
Dichlorvos	40.0	46.4		ug/L		116	11 - 158

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 400-685052/2-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685052

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Disulfoton	40.0	34.4		ug/L		86	42 - 130
Ethoprop	40.0	44.3		ug/L		111	42 - 130
Fensulfothion	40.0	58.2		ug/L		146	31 - 163
Molinate	20.0	16.4		ug/L		82	50 - 150
Fenthion	40.0	44.8		ug/L		112	41 - 130
Pebulate	20.0	16.1		ug/L		81	22 - 172
Methyl parathion	40.0	40.8		ug/L		102	38 - 149
Mevinphos	40.0	42.7		ug/L		107	24 - 166
Prometon	20.0	22.1		ug/L		110	55 - 130
Phorate	40.0	38.1		ug/L		95	28 - 130
Prometryn	20.0	20.8		ug/L		104	36 - 155
Propazine	20.0	21.1		ug/L		105	51 - 130
Ronnel	40.0	43.8		ug/L		110	30 - 130
Simazine	20.0	20.2		ug/L		101	39 - 149
Simetryn	20.0	21.3		ug/L		106	30 - 130
Dimethoate	40.0	46.1		ug/L		115	14 - 130
Stirophos	40.0	44.3		ug/L		111	48 - 130
EPN	40.0	44.3		ug/L		111	48 - 130
Ethyl Parathion	40.0	50.4		ug/L		126	28 - 155
Terbutryn	20.0	22.5		ug/L		112	30 - 130
Malathion	40.0	45.9		ug/L		115	10 - 140
Sulfotepp	40.0	42.9		ug/L		107	40 - 157
Tokuthion	40.0	37.1		ug/L		93	45 - 130
Famphur	40.0	56.6	J3	ug/L		141	13 - 130
Trichloronate	40.0	38.0		ug/L		95	16 - 130
Thionazin	40.2	47.6		ug/L		118	12 - 139
Vernolate	20.0	15.7		ug/L		79	39 - 147

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Triphenylphosphate	129		16 - 164

Lab Sample ID: LCSD 400-685052/3-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 685052

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Ametryn	20.0	21.7		ug/L		108	60 - 130	5	50
Atrazine	20.0	20.8		ug/L		104	39 - 130	2	50
Butylate	20.0	17.0		ug/L		85	38 - 145	11	50
Cycloate	20.0	16.5		ug/L		83	46 - 159	3	50
EPTC	20.0	16.6		ug/L		83	46 - 154	10	50
Bolstar	40.0	47.7		ug/L		119	36 - 130	2	50
Chlorpyrifos	40.0	44.9		ug/L		112	49 - 130	2	50
Coumaphos	40.0	38.2		ug/L		96	61 - 139	1	50
Diazinon	40.0	41.5		ug/L		104	40 - 137	2	50
Dichlorvos	40.0	45.5		ug/L		114	11 - 158	2	50
Disulfoton	40.0	35.2		ug/L		88	42 - 130	2	50
Ethoprop	40.0	46.7		ug/L		117	42 - 130	5	50

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCSD 400-685052/3-A
Matrix: Water
Analysis Batch: 685339

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 685052

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Fensulfothion	40.0	58.8		ug/L		147	31 - 163	1	50
Molinate	20.0	16.7		ug/L		84	50 - 150	2	50
Fenthion	40.0	46.9		ug/L		117	41 - 130	4	50
Pebulate	20.0	16.2		ug/L		81	22 - 172	1	50
Methyl parathion	40.0	40.9		ug/L		102	38 - 149	0	50
Mevinphos	40.0	45.8		ug/L		115	24 - 166	7	50
Prometon	20.0	22.2		ug/L		111	55 - 130	1	50
Phorate	40.0	39.9		ug/L		100	28 - 130	5	50
Prometryn	20.0	21.0		ug/L		105	36 - 155	1	50
Propazine	20.0	22.2		ug/L		111	51 - 130	5	50
Ronnel	40.0	44.4		ug/L		111	30 - 130	1	50
Simazine	20.0	20.4		ug/L		102	39 - 149	1	50
Simetryn	20.0	21.5		ug/L		107	30 - 130	1	50
Dimethoate	40.0	48.9		ug/L		122	14 - 130	6	50
Stirophos	40.0	45.5		ug/L		114	48 - 130	3	50
EPN	40.0	44.0		ug/L		110	48 - 130	1	50
Ethyl Parathion	40.0	52.4		ug/L		131	28 - 155	4	50
Terbutryn	20.0	22.4		ug/L		112	30 - 130	1	50
Malathion	40.0	46.2		ug/L		115	10 - 140	1	50
Sulfotepp	40.0	44.5		ug/L		111	40 - 157	4	50
Tokuthion	40.0	37.0		ug/L		93	45 - 130	0	50
Famphur	40.0	57.0	J3	ug/L		142	13 - 130	1	50
Trichloronate	40.0	39.6		ug/L		99	16 - 130	4	50
Thionazin	40.2	50.3		ug/L		125	12 - 139	6	50
Vernolate	20.0	15.8		ug/L		79	39 - 147	0	50

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
Triphenylphosphate	*129*		*16 - 164*

Method: 8081B - Organochlorine Pesticides (GC)

Lab Sample ID: MB 670-111625/1-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111625

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00013	U	0.0034	0.00013	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
alpha-BHC	0.00010	U	0.0034	0.00010	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
beta-BHC	0.00020	U	0.0034	0.00020	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDD	0.00020	U	0.0034	0.00020	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDE	0.00013	U	0.0034	0.00013	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDT	0.00028	U	0.0034	0.00028	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
delta-BHC	0.00010	U	0.0034	0.00010	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Dieldrin	0.00016	U	0.0034	0.00016	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endosulfan I	0.00011	U	0.0034	0.00011	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endosulfan II	0.000082	U	0.0034	0.000082	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin	0.000046	U	0.0034	0.000046	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin aldehyde	0.00026	U	0.0068	0.00026	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
gamma-BHC (Lindane)	0.000062	U	0.0068	0.000062	mg/Kg		09/17/24 17:26	09/18/24 12:33	1

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: MB 670-111625/1-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111625

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Endosulfan sulfate	0.00017	U	0.0068	0.00017	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Heptachlor	0.00012	U	0.0034	0.00012	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin ketone	0.000049	U	0.0068	0.000049	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Heptachlor epoxide	0.00021	U	0.0034	0.00021	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Methoxychlor	0.00029	U	0.0034	0.00029	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Toxaphene	0.0047	U	0.010	0.0047	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
alpha-Chlordane	0.000083	U	0.0034	0.000083	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
gamma-Chlordane	0.00015	U	0.0034	0.00015	mg/Kg		09/17/24 17:26	09/18/24 12:33	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*97*		*25 - 145*	*09/17/24 17:26*	*09/18/24 12:33*	*1*
Tetrachloro-m-xylene	*76*		*35 - 135*	*09/17/24 17:26*	*09/18/24 12:33*	*1*

Lab Sample ID: LCS 670-111625/2-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Aldrin	0.0125	0.00949		mg/Kg		76	45 - 170
alpha-BHC	0.0125	0.00947		mg/Kg		76	43 - 170
beta-BHC	0.0125	0.00935		mg/Kg		75	44 - 170
4,4'-DDD	0.0125	0.0114		mg/Kg		92	42 - 170
4,4'-DDE	0.0125	0.00998		mg/Kg		80	43 - 170
4,4'-DDT	0.0125	0.0101		mg/Kg		81	41 - 170
delta-BHC	0.0125	0.00904		mg/Kg		72	43 - 170
Dieldrin	0.0125	0.00948		mg/Kg		76	50 - 170
Endosulfan I	0.0125	0.00984		mg/Kg		79	47 - 170
Endosulfan II	0.0125	0.00985		mg/Kg		79	50 - 170
Endrin	0.0125	0.00976		mg/Kg		78	41 - 170
Endrin aldehyde	0.0125	0.00880		mg/Kg		70	38 - 170
gamma-BHC (Lindane)	0.0125	0.00902		mg/Kg		72	50 - 170
Endosulfan sulfate	0.0125	0.00966		mg/Kg		77	46 - 170
Heptachlor	0.0125	0.00948		mg/Kg		76	39 - 170
Endrin ketone	0.0125	0.0108		mg/Kg		86	47 - 170
Heptachlor epoxide	0.0125	0.00873		mg/Kg		70	45 - 170
Methoxychlor	0.0125	0.0116		mg/Kg		92	32 - 170
alpha-Chlordane	0.0125	0.00795		mg/Kg		64	48 - 170
gamma-Chlordane	0.0125	0.00926		mg/Kg		74	45 - 170

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
DCB Decachlorobiphenyl	*96*		*25 - 145*
Tetrachloro-m-xylene	*77*		*35 - 135*

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: 670-47677-B-1-C MS
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Aldrin	0.00029	U	0.0138	0.0112		mg/Kg	☼	81	43 - 170
alpha-BHC	0.00023	U	0.0138	0.0106		mg/Kg	☼	77	43 - 170
beta-BHC	0.00045	U	0.0138	0.0114		mg/Kg	☼	83	44 - 170
4,4'-DDD	0.00043	U	0.0138	0.0143		mg/Kg	☼	103	42 - 170
4,4'-DDE	0.023		0.0138	0.0450		mg/Kg	☼	158	41 - 170
4,4'-DDT	0.0061	I	0.0138	0.0201		mg/Kg	☼	101	41 - 170
delta-BHC	0.00022	U	0.0138	0.0110		mg/Kg	☼	80	43 - 170
Dieldrin	0.00037	U	0.0138	0.0144		mg/Kg	☼	105	40 - 170
Endosulfan I	0.00025	U	0.0138	0.0141		mg/Kg	☼	102	38 - 170
Endosulfan II	0.00018	U	0.0138	0.0134		mg/Kg	☼	97	38 - 170
Endrin	0.00010	U	0.0138	0.0140		mg/Kg	☼	101	41 - 170
Endrin aldehyde	0.00058	U	0.0138	0.0118	I	mg/Kg	☼	86	50 - 170
gamma-BHC (Lindane)	0.00014	U	0.0138	0.0107	I	mg/Kg	☼	78	43 - 170
Endosulfan sulfate	0.00037	U	0.0138	0.0124	I	mg/Kg	☼	90	41 - 170
Heptachlor	0.0022	I	0.0138	0.0148		mg/Kg	☼	91	44 - 170
Endrin ketone	0.00011	U	0.0138	0.0124	I	mg/Kg	☼	90	40 - 170
Heptachlor epoxide	0.0070	I	0.0138	0.0234		mg/Kg	☼	119	39 - 170
Methoxychlor	0.00064	U	0.0138	0.0145		mg/Kg	☼	105	50 - 170
alpha-Chlordane	0.035	J3	0.0138	0.0606	J3	mg/Kg	☼	189	45 - 170
gamma-Chlordane	0.056	J3	0.0138	0.0889	J3	mg/Kg	☼	242	43 - 170

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
DCB Decachlorobiphenyl	*119*		*25 - 145*
Tetrachloro-m-xylene	*73*		*35 - 135*

Lab Sample ID: 670-47677-B-1-D MSD
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Aldrin	0.00029	U	0.0137	0.0114		mg/Kg	☼	83	43 - 170	2	30
alpha-BHC	0.00023	U	0.0137	0.0111		mg/Kg	☼	81	43 - 170	5	30
beta-BHC	0.00045	U	0.0137	0.0111		mg/Kg	☼	81	44 - 170	3	30
4,4'-DDD	0.00043	U	0.0137	0.0139		mg/Kg	☼	102	42 - 170	2	30
4,4'-DDE	0.023		0.0137	0.0338		mg/Kg	☼	77	41 - 170	28	30
4,4'-DDT	0.0061	I	0.0137	0.0172		mg/Kg	☼	81	41 - 170	16	30
delta-BHC	0.00022	U	0.0137	0.0105		mg/Kg	☼	77	43 - 170	5	30
Dieldrin	0.00037	U	0.0137	0.0146		mg/Kg	☼	106	40 - 170	1	30
Endosulfan I	0.00025	U	0.0137	0.0136		mg/Kg	☼	99	38 - 170	4	30
Endosulfan II	0.00018	U	0.0137	0.0128		mg/Kg	☼	94	38 - 170	4	30
Endrin	0.00010	U	0.0137	0.0135		mg/Kg	☼	99	41 - 170	3	30
Endrin aldehyde	0.00058	U	0.0137	0.0114	I	mg/Kg	☼	84	50 - 170	3	30
gamma-BHC (Lindane)	0.00014	U	0.0137	0.0109	I	mg/Kg	☼	80	43 - 170	2	30
Endosulfan sulfate	0.00037	U	0.0137	0.0118	I	mg/Kg	☼	86	41 - 170	5	30
Heptachlor	0.0022	I	0.0137	0.0156		mg/Kg	☼	98	44 - 170	6	30
Endrin ketone	0.00011	U	0.0137	0.0129	I	mg/Kg	☼	94	40 - 170	4	30
Heptachlor epoxide	0.0070	I	0.0137	0.0222		mg/Kg	☼	111	39 - 170	5	30
Methoxychlor	0.00064	U	0.0137	0.0141		mg/Kg	☼	103	50 - 170	3	30

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: 670-47677-B-1-D MSD
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
alpha-Chlordane	0.035	J3	0.0137	0.0475		mg/Kg	☼	95	45 - 170	24	30
gamma-Chlordane	0.056	J3	0.0137	0.0742		mg/Kg	☼	136	43 - 170	18	30

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
DCB Decachlorobiphenyl	*112*		*25 - 145*
Tetrachloro-m-xylene	*79*		*35 - 135*

Lab Sample ID: MB 670-111840/1-A
Matrix: Water
Analysis Batch: 111779

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111840

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 19:25	1
alpha-BHC	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 19:25	1
beta-BHC	0.0018	U	0.010	0.0018	ug/L		09/18/24 13:50	09/18/24 19:25	1
4,4'-DDD	0.0017	U	0.010	0.0017	ug/L		09/18/24 13:50	09/18/24 19:25	1
4,4'-DDE	0.0013	U	0.010	0.0013	ug/L		09/18/24 13:50	09/18/24 19:25	1
4,4'-DDT	0.0026	U	0.010	0.0026	ug/L		09/18/24 13:50	09/18/24 19:25	1
delta-BHC	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 19:25	1
Dieldrin	0.0012	U	0.010	0.0012	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endosulfan I	0.0025	U	0.010	0.0025	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endosulfan II	0.0016	U	0.010	0.0016	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endrin	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endrin aldehyde	0.0011	U	0.010	0.0011	ug/L		09/18/24 13:50	09/18/24 19:25	1
gamma-BHC (Lindane)	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endosulfan sulfate	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 19:25	1
Heptachlor	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 19:25	1
Endrin ketone	0.0016	U	0.010	0.0016	ug/L		09/18/24 13:50	09/18/24 19:25	1
Heptachlor epoxide	0.0020	U	0.010	0.0020	ug/L		09/18/24 13:50	09/18/24 19:25	1
Methoxychlor	0.0067	U	0.010	0.0067	ug/L		09/18/24 13:50	09/18/24 19:25	1
Chlordane (technical)	0.097	U	0.20	0.097	ug/L		09/18/24 13:50	09/18/24 19:25	1
Toxaphene	0.075	U	0.20	0.075	ug/L		09/18/24 13:50	09/18/24 19:25	1
alpha-Chlordane	0.0014	U	0.010	0.0014	ug/L		09/18/24 13:50	09/18/24 19:25	1
gamma-Chlordane	0.0032	U	0.010	0.0032	ug/L		09/18/24 13:50	09/18/24 19:25	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*80*		*23 - 135*	*09/18/24 13:50*	*09/18/24 19:25*	*1*
Tetrachloro-m-xylene	*93*		*41 - 133*	*09/18/24 13:50*	*09/18/24 19:25*	*1*

Lab Sample ID: LCS 670-111840/2-A
Matrix: Water
Analysis Batch: 111779

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111840

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Aldrin	0.500	0.336		ug/L		67	40 - 133
alpha-BHC	0.500	0.343		ug/L		69	45 - 135
beta-BHC	0.500	0.325		ug/L		65	45 - 130
4,4'-DDD	0.500	0.305		ug/L		61	45 - 133

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: LCS 670-111840/2-A
Matrix: Water
Analysis Batch: 111779

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111840

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
4,4'-DDE	0.500	0.289		ug/L		58	44 - 150
4,4'-DDT	0.500	0.232		ug/L		46	46 - 120
delta-BHC	0.500	0.310		ug/L		62	21 - 127
Dieldrin	0.500	0.293		ug/L		59	46 - 130
Endosulfan I	0.500	0.301		ug/L		60	44 - 140
Endosulfan II	0.500	0.284		ug/L		57	47 - 140
Endrin	0.500	0.287		ug/L		57	48 - 166
Endrin aldehyde	0.500	0.279		ug/L		56	35 - 137
gamma-BHC (Lindane)	0.500	0.319		ug/L		64	50 - 133
Endosulfan sulfate	0.500	0.276		ug/L		55	48 - 150
Heptachlor	0.500	0.317		ug/L		63	43 - 135
Endrin ketone	0.500	0.270		ug/L		54	41 - 141
Heptachlor epoxide	0.500	0.286		ug/L		57	46 - 135
Methoxychlor	0.500	0.267		ug/L		53	47 - 148
alpha-Chlordane	0.500	0.279		ug/L		56	45 - 137
gamma-Chlordane	0.500	0.289		ug/L		58	44 - 138

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
DCB Decachlorobiphenyl	*85*		*23 - 135*
Tetrachloro-m-xylene	*99*		*41 - 133*

Lab Sample ID: LCSD 670-111840/3-A
Matrix: Water
Analysis Batch: 111779

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 111840

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Aldrin	0.500	0.360		ug/L		72	40 - 133	7	30
alpha-BHC	0.500	0.405		ug/L		81	45 - 135	17	30
beta-BHC	0.500	0.409		ug/L		82	45 - 130	23	30
4,4'-DDD	0.500	0.335		ug/L		67	45 - 133	9	30
4,4'-DDE	0.500	0.316		ug/L		63	44 - 150	9	30
4,4'-DDT	0.500	0.236		ug/L		47	46 - 120	2	30
delta-BHC	0.500	0.348		ug/L		70	21 - 127	12	30
Dieldrin	0.500	0.340		ug/L		68	46 - 130	15	30
Endosulfan I	0.500	0.346		ug/L		69	44 - 140	14	30
Endosulfan II	0.500	0.330		ug/L		66	47 - 140	15	30
Endrin	0.500	0.323		ug/L		65	48 - 166	12	30
Endrin aldehyde	0.500	0.301		ug/L		60	35 - 137	8	30
gamma-BHC (Lindane)	0.500	0.382		ug/L		76	50 - 133	18	30
Endosulfan sulfate	0.500	0.291		ug/L		58	48 - 150	5	30
Heptachlor	0.500	0.355		ug/L		71	43 - 135	11	30
Endrin ketone	0.500	0.277		ug/L		55	41 - 141	3	30
Heptachlor epoxide	0.500	0.340		ug/L		68	46 - 135	17	30
Methoxychlor	0.500	0.277		ug/L		55	47 - 148	4	30
alpha-Chlordane	0.500	0.330		ug/L		66	45 - 137	17	30
gamma-Chlordane	0.500	0.353		ug/L		71	44 - 138	20	30

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: LCSD 670-111840/3-A
Matrix: Water
Analysis Batch: 111779

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 111840

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
DCB Decachlorobiphenyl	94		23 - 135
Tetrachloro-m-xylene	115		41 - 133

Method: 8151A - Herbicides (GC)

Lab Sample ID: MB 670-111975/5-A
Matrix: Water
Analysis Batch: 112102

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111975

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4,5-T	0.028	U	0.50	0.028	ug/L		09/19/24 08:07	09/19/24 18:14	1
2,4,5-TP (Silvex)	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 18:14	1
2,4-D	0.024	U	0.50	0.024	ug/L		09/19/24 08:07	09/19/24 18:14	1
2,4-DB	0.031	U	0.50	0.031	ug/L		09/19/24 08:07	09/19/24 18:14	1
Dalapon	0.020	U	0.50	0.020	ug/L		09/19/24 08:07	09/19/24 18:14	1
Dicamba	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 18:14	1
Dichlorprop	0.034	U	0.50	0.034	ug/L		09/19/24 08:07	09/19/24 18:14	1
Dinoseb	0.018	U	0.50	0.018	ug/L		09/19/24 08:07	09/19/24 18:14	1
MCPA	1.9	U	10	1.9	ug/L		09/19/24 08:07	09/19/24 18:14	1
MCPP	1.5	U	10	1.5	ug/L		09/19/24 08:07	09/19/24 18:14	1
Picloram	0.016	U	0.50	0.016	ug/L		09/19/24 08:07	09/19/24 18:14	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
2,4-Dichlorophenylacetic acid	95		70 - 130	09/19/24 08:07	09/19/24 18:14	1

Lab Sample ID: LCS 670-111975/2-A
Matrix: Water
Analysis Batch: 112102

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111975

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
2,4,5-T	2.50	2.79		ug/L		112	50 - 170
2,4,5-TP (Silvex)	2.50	3.12		ug/L		125	50 - 170
2,4-D	2.50	2.65		ug/L		106	50 - 170
2,4-DB	2.50	1.88		ug/L		75	50 - 170
Dalapon	2.50	3.14		ug/L		126	50 - 170
Dicamba	2.50	2.79		ug/L		112	50 - 170
Dichlorprop	2.50	2.71		ug/L		108	50 - 170
Dinoseb	2.50	2.32		ug/L		93	50 - 170
MCPA	250	198		ug/L		79	50 - 170
MCPP	250	239		ug/L		95	50 - 170
Picloram	2.50	2.08		ug/L		83	50 - 170

Surrogate	LCS %Recovery	LCS Qualifier	Limits
2,4-Dichlorophenylacetic acid	96		70 - 130

Method: 8151A - Herbicides (GC) (Continued)

Lab Sample ID: LCSD 670-111975/3-A
Client Sample ID: Lab Control Sample Dup
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 112102
Prep Batch: 111975

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
2,4,5-T	2.50	2.60		ug/L		104	50 - 170	7	30
2,4,5-TP (Silvex)	2.50	3.07		ug/L		123	50 - 170	2	30
2,4-D	2.50	2.68		ug/L		107	50 - 170	1	30
2,4-DB	2.50	1.71		ug/L		68	50 - 170	9	30
Dalapon	2.50	3.06		ug/L		123	50 - 170	3	30
Dicamba	2.50	2.74		ug/L		110	50 - 170	2	30
Dichlorprop	2.50	2.65		ug/L		106	50 - 170	2	30
Dinoseb	2.50	1.93		ug/L		77	50 - 170	18	30
MCPA	250	184		ug/L		74	50 - 170	7	30
MCPP	250	247		ug/L		99	50 - 170	3	30
Picloram	2.50	2.16		ug/L		87	50 - 170	4	30

Surrogate	*LCSD %Recovery*	*LCSD Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*98*		*70 - 130*

Lab Sample ID: MRL 670-111975/4-A
Client Sample ID: Lab Control Sample
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 112102
Prep Batch: 111975

Analyte	Spike Added	MRL Result	MRL Qualifier	Unit	D	%Rec	%Rec Limits
2,4,5-T	0.0400	0.44	U	ug/L		56	5 - 150
2,4,5-TP (Silvex)	0.0400	0.44	U	ug/L		97	5 - 150
2,4-D	0.0400	0.44	U	ug/L		174	5 - 150
2,4-DB	0.0400	0.44	U	ug/L		58	5 - 150
Dalapon	0.0400	0.44	U	ug/L		142	5 - 150
Dicamba	0.0400	0.44	U	ug/L		92	5 - 150
Dichlorprop	0.0400	0.44	U	ug/L		100	5 - 150
Dinoseb	0.0400	0.44	U	ug/L		79	5 - 150
MCPA	4.00	8.7	U	ug/L		58	5 - 150
MCPP	4.00	8.7	U	ug/L		70	5 - 150
Picloram	0.0400	0.44	U	ug/L		138	5 - 150

Surrogate	*MRL %Recovery*	*MRL Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*101*		*5 - 150*

Lab Sample ID: MB 400-684892/1-A
Client Sample ID: Method Blank
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 685073
Prep Batch: 684892

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0028	U	0.12	0.0028	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dalapon	0.0024	U	0.020	0.0024	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
2,4-DB	0.0032	U	0.015	0.0032	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dicamba	0.0024	U	0.060	0.0024	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dichlorprop	0.0020	U	0.13	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dinoseb	0.0032	U	0.20	0.0032	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
MCPA	0.56	U	50	0.56	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
MCPP	1.2	U	50	1.2	mg/Kg		09/18/24 08:30	09/19/24 13:25	1

Method: 8151A - Herbicides (GC) (Continued)

Lab Sample ID: MB 400-684892/1-A
Matrix: Solid
Analysis Batch: 685073

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 684892

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4,5-TP (Silvex)	0.0020	U	0.040	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
2,4,5-T	0.0020	U	0.040	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*52*		*10 - 150*	*09/18/24 08:30*	*09/19/24 13:25*	*1*

Lab Sample ID: LCS 400-684892/2-A
Matrix: Solid
Analysis Batch: 685073

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 684892

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
2,4-D	0.167	0.0949	I	mg/Kg		57	16 - 137
Dalapon	0.167	0.0570		mg/Kg		34	10 - 142
2,4-DB	0.168	0.101		mg/Kg		60	11 - 132
Dicamba	0.167	0.0988		mg/Kg		59	19 - 138
Dichlorprop	0.165	0.0918	I	mg/Kg		56	13 - 145
Dinoseb	0.168	0.0278	I	mg/Kg		17	10 - 150
MCPA	16.6	8.99	I	mg/Kg		54	10 - 135
MCPP	16.7	9.30	I	mg/Kg		56	10 - 139
2,4,5-TP (Silvex)	0.169	0.0987		mg/Kg		59	15 - 148
2,4,5-T	0.167	0.103		mg/Kg		62	17 - 138

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*57*		*10 - 150*

Lab Sample ID: 400-262398-K-1-A MS
Matrix: Solid
Analysis Batch: 685073

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 684892

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
2,4-D	0.0029	U	0.169	0.0866	I	mg/Kg	☼	51	10 - 150
Dalapon	0.0025	U	0.170	0.0742		mg/Kg	☼	44	10 - 126
2,4-DB	0.0033	U	0.170	0.0978		mg/Kg	☼	57	10 - 110
Dicamba	0.0025	U	0.169	0.0915		mg/Kg	☼	54	10 - 150
Dichlorprop	0.0021	U	0.168	0.0844	I	mg/Kg	☼	50	10 - 110
Dinoseb	0.0033	U	0.171	0.0600	I	mg/Kg	☼	35	10 - 110
MCPA	0.58	U	16.9	8.47	I	mg/Kg	☼	50	10 - 101
MCPP	1.3	U	17.0	8.67	I	mg/Kg	☼	51	10 - 150
2,4,5-TP (Silvex)	0.0021	U	0.171	0.0911		mg/Kg	☼	53	10 - 111
2,4,5-T	0.0021	U	0.169	0.0970		mg/Kg	☼	57	10 - 110

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*53*		*10 - 150*

Method: 8151A - Herbicides (GC) (Continued)

Lab Sample ID: 400-262398-K-1-B MSD
Client Sample ID: Matrix Spike Duplicate
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 685073
Prep Batch: 684892

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
2,4-D	0.0029	U	0.172	0.0756	I	mg/Kg	☼	44	10 - 150	14	50
Dalapon	0.0025	U	0.172	0.0444		mg/Kg	☼	26	10 - 126	50	50
2,4-DB	0.0033	U	0.173	0.0932		mg/Kg	☼	54	10 - 110	5	50
Dicamba	0.0025	U	0.172	0.0765		mg/Kg	☼	45	10 - 150	18	50
Dichlorprop	0.0021	U	0.170	0.0732	I	mg/Kg	☼	43	10 - 110	14	50
Dinoseb	0.0033	U	0.173	0.0396	I	mg/Kg	☼	23	10 - 110	41	50
MCPA	0.58	U	17.1	7.01	I	mg/Kg	☼	41	10 - 101	19	50
MCPP	1.3	U	17.2	7.55	I	mg/Kg	☼	44	10 - 150	14	50
2,4,5-TP (Silvex)	0.0021	U	0.173	0.0786		mg/Kg	☼	45	10 - 111	15	50
2,4,5-T	0.0021	U	0.171	0.0843		mg/Kg	☼	49	10 - 110	14	50

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*44*		*10 - 150*

Method: FL-PRO - Florida - Petroleum Range Organics (GC)

Lab Sample ID: MB 670-111662/1-A
Client Sample ID: Method Blank
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 111716
Prep Batch: 111662

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	0.34	U	1.0	0.34	mg/L		09/17/24 19:49	09/19/24 11:22	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*94*		*66 - 139*	*09/17/24 19:49*	*09/19/24 11:22*	*1*
C35 (Surr)	*103*		*40 - 129*	*09/17/24 19:49*	*09/19/24 11:22*	*1*

Lab Sample ID: LCS 670-111662/2-A
Client Sample ID: Lab Control Sample
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 111716
Prep Batch: 111662

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	15.5	15.6		mg/L		101	55 - 130

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
o- terphenyl (Surr)	*88*		*66 - 139*
C35 (Surr)	*98*		*40 - 129*

Lab Sample ID: LCSD 670-111662/3-A
Client Sample ID: Lab Control Sample Dup
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 111716
Prep Batch: 111662

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Total Petroleum Hydrocarbons (C8-C40)	15.5	15.9		mg/L		103	55 - 130	2	40

Method: FL-PRO - Florida - Petroleum Range Organics (GC) (Continued)

Lab Sample ID: LCSD 670-111662/3-A
Client Sample ID: Lab Control Sample Dup
Matrix: Water
Prep Type: Total/NA
Analysis Batch: 111716
Prep Batch: 111662

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
o- terphenyl (Surr)	90		66 - 139
C35 (Surr)	98		40 - 129

Lab Sample ID: MB 670-111703/1-A
Client Sample ID: Method Blank
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111714
Prep Batch: 111703

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	21	U	42	21	mg/Kg		09/18/24 07:40	09/18/24 21:01	1

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
o- terphenyl (Surr)	93		66 - 136	09/18/24 07:40	09/18/24 21:01	1
C35 (Surr)	84		36 - 132	09/18/24 07:40	09/18/24 21:01	1

Lab Sample ID: LCS 670-111703/2-A
Client Sample ID: Lab Control Sample
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111714
Prep Batch: 111703

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	114	93.2		mg/Kg		82	55 - 130

Surrogate	LCS %Recovery	LCS Qualifier	Limits
o- terphenyl (Surr)	102		66 - 136
C35 (Surr)	54		36 - 132

Lab Sample ID: 670-47787-B-11-A MS
Client Sample ID: Matrix Spike
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111714
Prep Batch: 111703

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	22	U	116	99.0		mg/Kg	☼	86	55 - 125

Surrogate	MS %Recovery	MS Qualifier	Limits
o- terphenyl (Surr)	91		66 - 136
C35 (Surr)	80		36 - 132

Lab Sample ID: 670-47787-B-11-B MSD
Client Sample ID: Matrix Spike Duplicate
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111714
Prep Batch: 111703

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Total Petroleum Hydrocarbons (C8-C40)	22	U	115	101		mg/Kg	☼	88	55 - 125	2	25

Method: FL-PRO - Florida - Petroleum Range Organics (GC) (Continued)

Lab Sample ID: 670-47787-B-11-B MSD
Matrix: Solid
Analysis Batch: 111714

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 111703

Surrogate	MSD %Recovery	MSD Qualifier	Limits
o- terphenyl (Surr)	*90*		*66 - 136*
C35 (Surr)	*77*		*36 - 132*

Method: 6020B - Metals (ICP/MS)

Lab Sample ID: MB 670-111740/3-A
Matrix: Solid
Analysis Batch: 111990

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111740

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.035	U	0.20	0.035	mg/Kg		09/18/24 08:34	09/18/24 12:25	1
Cadmium	0.11	U	0.20	0.11	mg/Kg		09/18/24 08:34	09/18/24 12:25	1
Chromium	0.20	U	0.20	0.20	mg/Kg		09/18/24 08:34	09/18/24 12:25	1
Lead	0.016	U	0.20	0.016	mg/Kg		09/18/24 08:34	09/18/24 12:25	1

Lab Sample ID: LCS 670-111740/1-A
Matrix: Solid
Analysis Batch: 111990

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111740

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	10.0	9.57		mg/Kg		96	80 - 120
Cadmium	10.0	9.57		mg/Kg		96	80 - 120
Chromium	10.0	8.86		mg/Kg		89	80 - 120
Lead	10.0	9.77		mg/Kg		98	80 - 120

Lab Sample ID: LCSD 670-111740/2-A
Matrix: Solid
Analysis Batch: 111990

Client Sample ID: Lab Control Sample Dup
Prep Type: Total/NA
Prep Batch: 111740

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	10.0	9.55		mg/Kg		96	80 - 120	0	20
Cadmium	10.0	9.62		mg/Kg		96	80 - 120	0	20
Chromium	10.0	8.69		mg/Kg		87	80 - 120	2	20
Lead	10.0	9.64		mg/Kg		96	80 - 120	1	20

Lab Sample ID: 670-47787-B-1-B MS
Matrix: Solid
Analysis Batch: 111990

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 111740

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.22	U	12.8	12.4		mg/Kg	☼	97	75 - 125
Cadmium	0.69	U	12.8	12.6		mg/Kg	☼	99	75 - 125
Chromium	0.77	I	12.8	12.9		mg/Kg	☼	94	75 - 125
Lead	0.20	I	12.8	12.8		mg/Kg	☼	99	75 - 125

Method: 6020B - Metals (ICP/MS) (Continued)

Lab Sample ID: 670-47787-B-1-C MSD
Client Sample ID: Matrix Spike Duplicate
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111740

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.22	U	12.8	12.5		mg/Kg	☼	98	75 - 125	1	20
Cadmium	0.69	U	12.8	12.5		mg/Kg	☼	97	75 - 125	1	20
Chromium	0.77	I	12.8	13.0		mg/Kg	☼	96	75 - 125	1	20
Lead	0.20	I	12.8	12.9		mg/Kg	☼	99	75 - 125	1	20

Lab Sample ID: MB 670-111578/3-A
Client Sample ID: Method Blank
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 112029
Prep Batch: 111578

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.00035	U	0.0036	0.00035	mg/L		09/17/24 15:27	09/18/24 12:04	1
Cadmium	0.00022	U	0.0018	0.00022	mg/L		09/17/24 15:27	09/18/24 12:04	1
Chromium	0.00035	U	0.0018	0.00035	mg/L		09/17/24 15:27	09/18/24 12:04	1
Lead	0.00022	U	0.0018	0.00022	mg/L		09/17/24 15:27	09/18/24 12:04	1

Lab Sample ID: LCS 670-111578/1-A
Client Sample ID: Lab Control Sample
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 112029
Prep Batch: 111578

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.100	0.0992		mg/L		99	80 - 120
Cadmium	0.100	0.0969		mg/L		97	80 - 120
Chromium	0.100	0.0976		mg/L		98	80 - 120
Lead	0.100	0.0966		mg/L		97	80 - 120

Lab Sample ID: LCSD 670-111578/2-A
Client Sample ID: Lab Control Sample Dup
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 112029
Prep Batch: 111578

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.100	0.0999		mg/L		100	80 - 120	1	20
Cadmium	0.100	0.0956		mg/L		96	80 - 120	1	20
Chromium	0.100	0.0991		mg/L		99	80 - 120	2	20
Lead	0.100	0.0976		mg/L		98	80 - 120	1	20

Lab Sample ID: 400-262364-H-2-A MS
Client Sample ID: Matrix Spike
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 112029
Prep Batch: 111578

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.00039	U	0.111	0.111		mg/L		100	75 - 125
Cadmium	0.00025	U	0.111	0.105		mg/L		94	75 - 125
Chromium	0.00039	U	0.111	0.108		mg/L		97	75 - 125
Lead	0.00024	U	0.111	0.105		mg/L		94	75 - 125

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: 6020B - Metals (ICP/MS) (Continued)

Lab Sample ID: 400-262364-H-2-B MSD
Client Sample ID: Matrix Spike Duplicate
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 112029
Prep Batch: 111578

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.00039	U	0.111	0.110		mg/L		99	75 - 125	0	20
Cadmium	0.00025	U	0.111	0.105		mg/L		95	75 - 125	1	20
Chromium	0.00039	U	0.111	0.108		mg/L		97	75 - 125	1	20
Lead	0.00024	U	0.111	0.106		mg/L		95	75 - 125	1	20

GC/MS Semi VOA

Prep Batch: 685043

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	3546	
670-47740-8	MA-2-1	Total/NA	Solid	3546	
670-47740-9	MA-3-1	Total/NA	Solid	3546	
MB 400-685043/1-A	Method Blank	Total/NA	Solid	3546	
LCS 400-685043/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47740-7 MS	MA-1-1	Total/NA	Solid	3546	
670-47740-7 MSD	MA-1-1	Total/NA	Solid	3546	

Prep Batch: 685052

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	3510C	
MB 400-685052/1-A	Method Blank	Total/NA	Water	3510C	
LCS 400-685052/2-A	Lab Control Sample	Total/NA	Water	3510C	
LCSD 400-685052/3-A	Lab Control Sample Dup	Total/NA	Water	3510C	

Analysis Batch: 685339

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	8270E	685043
670-47740-8	MA-2-1	Total/NA	Solid	8270E	685043
670-47740-9	MA-3-1	Total/NA	Solid	8270E	685043
670-47740-10	TMW-1	Total/NA	Water	8270E	685052
MB 400-685043/1-A	Method Blank	Total/NA	Solid	8270E	685043
MB 400-685052/1-A	Method Blank	Total/NA	Water	8270E	685052
LCS 400-685043/2-A	Lab Control Sample	Total/NA	Solid	8270E	685043
LCS 400-685052/2-A	Lab Control Sample	Total/NA	Water	8270E	685052
LCSD 400-685052/3-A	Lab Control Sample Dup	Total/NA	Water	8270E	685052
670-47740-7 MS	MA-1-1	Total/NA	Solid	8270E	685043
670-47740-7 MSD	MA-1-1	Total/NA	Solid	8270E	685043

GC Semi VOA

Analysis Batch: 111470

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-1	CB-1-1	Total/NA	Solid	FL-PRO	111703
670-47740-3	CB-3-1	Total/NA	Solid	FL-PRO	111703
670-47740-5	CB-5-1	Total/NA	Solid	FL-PRO	111703
670-47740-7	MA-1-1	Total/NA	Solid	FL-PRO	111703
670-47740-8	MA-2-1	Total/NA	Solid	FL-PRO	111703
670-47740-9	MA-3-1	Total/NA	Solid	FL-PRO	111703

Prep Batch: 111625

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	3546	
670-47740-8	MA-2-1	Total/NA	Solid	3546	
670-47740-9	MA-3-1	Total/NA	Solid	3546	
MB 670-111625/1-A	Method Blank	Total/NA	Solid	3546	
LCS 670-111625/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47677-B-1-C MS	Matrix Spike	Total/NA	Solid	3546	
670-47677-B-1-D MSD	Matrix Spike Duplicate	Total/NA	Solid	3546	

GC Semi VOA

Prep Batch: 111662

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	3511	
MB 670-111662/1-A	Method Blank	Total/NA	Water	3511	
LCS 670-111662/2-A	Lab Control Sample	Total/NA	Water	3511	
LCSD 670-111662/3-A	Lab Control Sample Dup	Total/NA	Water	3511	

Prep Batch: 111703

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-1	CB-1-1	Total/NA	Solid	3546	
670-47740-3	CB-3-1	Total/NA	Solid	3546	
670-47740-5	CB-5-1	Total/NA	Solid	3546	
670-47740-7	MA-1-1	Total/NA	Solid	3546	
670-47740-8	MA-2-1	Total/NA	Solid	3546	
670-47740-9	MA-3-1	Total/NA	Solid	3546	
MB 670-111703/1-A	Method Blank	Total/NA	Solid	3546	
LCS 670-111703/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47787-B-11-A MS	Matrix Spike	Total/NA	Solid	3546	
670-47787-B-11-B MSD	Matrix Spike Duplicate	Total/NA	Solid	3546	

Analysis Batch: 111714

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 670-111703/1-A	Method Blank	Total/NA	Solid	FL-PRO	111703
LCS 670-111703/2-A	Lab Control Sample	Total/NA	Solid	FL-PRO	111703
670-47787-B-11-A MS	Matrix Spike	Total/NA	Solid	FL-PRO	111703
670-47787-B-11-B MSD	Matrix Spike Duplicate	Total/NA	Solid	FL-PRO	111703

Analysis Batch: 111716

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	FL-PRO	111662
MB 670-111662/1-A	Method Blank	Total/NA	Water	FL-PRO	111662
LCS 670-111662/2-A	Lab Control Sample	Total/NA	Water	FL-PRO	111662
LCSD 670-111662/3-A	Lab Control Sample Dup	Total/NA	Water	FL-PRO	111662

Analysis Batch: 111779

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	8081B	111840
MB 670-111840/1-A	Method Blank	Total/NA	Water	8081B	111840
LCS 670-111840/2-A	Lab Control Sample	Total/NA	Water	8081B	111840
LCSD 670-111840/3-A	Lab Control Sample Dup	Total/NA	Water	8081B	111840

Analysis Batch: 111783

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	8081B	111625
670-47740-8	MA-2-1	Total/NA	Solid	8081B	111625
670-47740-9	MA-3-1	Total/NA	Solid	8081B	111625
MB 670-111625/1-A	Method Blank	Total/NA	Solid	8081B	111625
LCS 670-111625/2-A	Lab Control Sample	Total/NA	Solid	8081B	111625
670-47677-B-1-C MS	Matrix Spike	Total/NA	Solid	8081B	111625
670-47677-B-1-D MSD	Matrix Spike Duplicate	Total/NA	Solid	8081B	111625

GC Semi VOA

Prep Batch: 111840

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	3511	
MB 670-111840/1-A	Method Blank	Total/NA	Water	3511	
LCS 670-111840/2-A	Lab Control Sample	Total/NA	Water	3511	
LCSD 670-111840/3-A	Lab Control Sample Dup	Total/NA	Water	3511	

Prep Batch: 111975

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	8151A	
MB 670-111975/5-A	Method Blank	Total/NA	Water	8151A	
LCS 670-111975/2-A	Lab Control Sample	Total/NA	Water	8151A	
LCSD 670-111975/3-A	Lab Control Sample Dup	Total/NA	Water	8151A	
MRL 670-111975/4-A	Lab Control Sample	Total/NA	Water	8151A	

Analysis Batch: 112102

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total/NA	Water	8151A	111975
MB 670-111975/5-A	Method Blank	Total/NA	Water	8151A	111975
LCS 670-111975/2-A	Lab Control Sample	Total/NA	Water	8151A	111975
LCSD 670-111975/3-A	Lab Control Sample Dup	Total/NA	Water	8151A	111975
MRL 670-111975/4-A	Lab Control Sample	Total/NA	Water	8151A	111975

Prep Batch: 684892

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	8151A	
670-47740-8	MA-2-1	Total/NA	Solid	8151A	
670-47740-9	MA-3-1	Total/NA	Solid	8151A	
MB 400-684892/1-A	Method Blank	Total/NA	Solid	8151A	
LCS 400-684892/2-A	Lab Control Sample	Total/NA	Solid	8151A	
400-262398-K-1-A MS	Matrix Spike	Total/NA	Solid	8151A	
400-262398-K-1-B MSD	Matrix Spike Duplicate	Total/NA	Solid	8151A	

Analysis Batch: 685073

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 400-684892/1-A	Method Blank	Total/NA	Solid	8151A	684892
LCS 400-684892/2-A	Lab Control Sample	Total/NA	Solid	8151A	684892
400-262398-K-1-A MS	Matrix Spike	Total/NA	Solid	8151A	684892
400-262398-K-1-B MSD	Matrix Spike Duplicate	Total/NA	Solid	8151A	684892

Analysis Batch: 685163

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	8151A	684892
670-47740-8	MA-2-1	Total/NA	Solid	8151A	684892
670-47740-9	MA-3-1	Total/NA	Solid	8151A	684892

Metals

Prep Batch: 111578

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total Recoverable	Water	3005A	
MB 670-111578/3-A	Method Blank	Total Recoverable	Water	3005A	
LCS 670-111578/1-A	Lab Control Sample	Total Recoverable	Water	3005A	

Metals (Continued)

Prep Batch: 111578 (Continued)

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
LCSD 670-111578/2-A	Lab Control Sample Dup	Total Recoverable	Water	3005A	
400-262364-H-2-A MS	Matrix Spike	Total Recoverable	Water	3005A	
400-262364-H-2-B MSD	Matrix Spike Duplicate	Total Recoverable	Water	3005A	

Prep Batch: 111740

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-1	CB-1-1	Total/NA	Solid	3051A	
670-47740-2	CB-2-1	Total/NA	Solid	3051A	
670-47740-3	CB-3-1	Total/NA	Solid	3051A	
670-47740-4	CB-4-1	Total/NA	Solid	3051A	
670-47740-5	CB-5-1	Total/NA	Solid	3051A	
670-47740-6	CB-6-1	Total/NA	Solid	3051A	
670-47740-7	MA-1-1	Total/NA	Solid	3051A	
670-47740-8	MA-2-1	Total/NA	Solid	3051A	
670-47740-9	MA-3-1	Total/NA	Solid	3051A	
MB 670-111740/3-A	Method Blank	Total/NA	Solid	3051A	
LCS 670-111740/1-A	Lab Control Sample	Total/NA	Solid	3051A	
LCSD 670-111740/2-A	Lab Control Sample Dup	Total/NA	Solid	3051A	
670-47787-B-1-B MS	Matrix Spike	Total/NA	Solid	3051A	
670-47787-B-1-C MSD	Matrix Spike Duplicate	Total/NA	Solid	3051A	

Analysis Batch: 111990

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-1	CB-1-1	Total/NA	Solid	6020B	111740
670-47740-2	CB-2-1	Total/NA	Solid	6020B	111740
670-47740-3	CB-3-1	Total/NA	Solid	6020B	111740
670-47740-4	CB-4-1	Total/NA	Solid	6020B	111740
670-47740-5	CB-5-1	Total/NA	Solid	6020B	111740
670-47740-6	CB-6-1	Total/NA	Solid	6020B	111740
670-47740-7	MA-1-1	Total/NA	Solid	6020B	111740
670-47740-8	MA-2-1	Total/NA	Solid	6020B	111740
670-47740-9	MA-3-1	Total/NA	Solid	6020B	111740
MB 670-111740/3-A	Method Blank	Total/NA	Solid	6020B	111740
LCS 670-111740/1-A	Lab Control Sample	Total/NA	Solid	6020B	111740
LCSD 670-111740/2-A	Lab Control Sample Dup	Total/NA	Solid	6020B	111740
670-47787-B-1-B MS	Matrix Spike	Total/NA	Solid	6020B	111740
670-47787-B-1-C MSD	Matrix Spike Duplicate	Total/NA	Solid	6020B	111740

Analysis Batch: 112029

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-10	TMW-1	Total Recoverable	Water	6020B	111578
MB 670-111578/3-A	Method Blank	Total Recoverable	Water	6020B	111578
LCS 670-111578/1-A	Lab Control Sample	Total Recoverable	Water	6020B	111578
LCSD 670-111578/2-A	Lab Control Sample Dup	Total Recoverable	Water	6020B	111578
400-262364-H-2-A MS	Matrix Spike	Total Recoverable	Water	6020B	111578
400-262364-H-2-B MSD	Matrix Spike Duplicate	Total Recoverable	Water	6020B	111578

QC Association Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

General Chemistry

Analysis Batch: 111812

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-7	MA-1-1	Total/NA	Solid	Moisture	
670-47740-8	MA-2-1	Total/NA	Solid	Moisture	
670-47740-9	MA-3-1	Total/NA	Solid	Moisture	
670-47801-B-2 DU	Duplicate	Total/NA	Solid	Moisture	

Analysis Batch: 111816

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-6	CB-6-1	Total/NA	Solid	Moisture	
670-47647-A-1 DU	Duplicate	Total/NA	Solid	Moisture	

Analysis Batch: 111821

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-138338-A-7 DU	Duplicate	Total/NA	Solid	Moisture	

Analysis Batch: 112054

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47740-1	CB-1-1	Total/NA	Solid	Moisture	
670-47740-2	CB-2-1	Total/NA	Solid	Moisture	
670-47740-3	CB-3-1	Total/NA	Solid	Moisture	
670-47740-4	CB-4-1	Total/NA	Solid	Moisture	
670-47740-5	CB-5-1	Total/NA	Solid	Moisture	
670-47740-1 DU	CB-1-1	Total/NA	Solid	Moisture	

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: CB-1-1
Lab Sample ID: 670-47740-1
Date Collected: 09/16/24 14:25
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	112054	RB	EET ORL	09/19/24 10:07

Client Sample ID: CB-1-1
Lab Sample ID: 670-47740-1
Date Collected: 09/16/24 14:25
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 95.1

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 21:54
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:01

Client Sample ID: CB-2-1
Lab Sample ID: 670-47740-2
Date Collected: 09/16/24 14:32
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	112054	RB	EET ORL	09/19/24 10:07

Client Sample ID: CB-2-1
Lab Sample ID: 670-47740-2
Date Collected: 09/16/24 14:32
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 84.6

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:02

Client Sample ID: CB-3-1
Lab Sample ID: 670-47740-3
Date Collected: 09/16/24 14:38
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	112054	RB	EET ORL	09/19/24 10:07

Client Sample ID: CB-3-1
Lab Sample ID: 670-47740-3
Date Collected: 09/16/24 14:38
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 84.5

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 22:12
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:06

Client Sample ID: CB-4-1 **Lab Sample ID: 670-47740-4**
Date Collected: 09/16/24 14:45 **Matrix: Solid**
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	112054	RB	EET ORL	09/19/24 10:07

Client Sample ID: CB-4-1 **Lab Sample ID: 670-47740-4**
Date Collected: 09/16/24 14:45 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 85.5**

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:07

Client Sample ID: CB-5-1 **Lab Sample ID: 670-47740-5**
Date Collected: 09/16/24 14:55 **Matrix: Solid**
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	112054	RB	EET ORL	09/19/24 10:07

Client Sample ID: CB-5-1 **Lab Sample ID: 670-47740-5**
Date Collected: 09/16/24 14:55 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 77.8**

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 22:30
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:09

Client Sample ID: CB-6-1 **Lab Sample ID: 670-47740-6**
Date Collected: 09/16/24 15:02 **Matrix: Solid**
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111816	RB	EET ORL	09/18/24 10:02

Client Sample ID: CB-6-1 **Lab Sample ID: 670-47740-6**
Date Collected: 09/16/24 15:02 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 80.0**

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:13

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-1-1
Lab Sample ID: 670-47740-7
Date Collected: 09/16/24 11:30
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111812	RB	EET ORL	09/18/24 10:05

Client Sample ID: MA-1-1
Lab Sample ID: 670-47740-7
Date Collected: 09/16/24 11:30
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.6

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 10:38
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		1	111783	MM	EET ORL	09/18/24 14:34
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 08:34
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 22:48
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:14

Client Sample ID: MA-2-1
Lab Sample ID: 670-47740-8
Date Collected: 09/16/24 11:45
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111812	RB	EET ORL	09/18/24 10:05

Client Sample ID: MA-2-1
Lab Sample ID: 670-47740-8
Date Collected: 09/16/24 11:45
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 79.3

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 11:04
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		1	111783	MM	EET ORL	09/18/24 14:49
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 09:00
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 23:06
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:18

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-3-1
Lab Sample ID: 670-47740-9
Date Collected: 09/16/24 12:35
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111812	RB	EET ORL	09/18/24 10:05

Client Sample ID: MA-3-1
Lab Sample ID: 670-47740-9
Date Collected: 09/16/24 12:35
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 77.8

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 11:30
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		1	111783	MM	EET ORL	09/18/24 15:04
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 09:26
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 23:23
Total/NA	Prep	3051A			111740	JR	EET ORL	09/18/24 08:34
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:19

Client Sample ID: TMW-1
Lab Sample ID: 670-47740-10
Date Collected: 09/17/24 11:03
Matrix: Water
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3510C			685052	STC	EET PEN	09/19/24 11:01
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 15:02
Total/NA	Prep	3511			111840	YM	EET ORL	09/18/24 13:50
Total/NA	Analysis	8081B		1	111779	FC	EET ORL	09/18/24 23:32
Total/NA	Prep	8151A			111975	KF	EET ORL	09/19/24 08:07
Total/NA	Analysis	8151A		1	112102	MH	EET ORL	09/19/24 22:54
Total/NA	Prep	3511			111662	BR	EET ORL	09/17/24 19:49
Total/NA	Analysis	FL-PRO		1	111716	JR	EET ORL	09/18/24 19:11
Total Recoverable	Prep	3005A			111578	JR	EET ORL	09/17/24 15:27
Total Recoverable	Analysis	6020B		1	112029	JA	EET ORL	09/18/24 13:56

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

EET PEN = Eurofins Pensacola, 3355 McLemore Drive, Pensacola, FL 32514, TEL (850)474-1001

Accreditation/Certification Summary

Client: Ardaman & Associates Inc. Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Laboratory: Eurofins Orlando

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Florida	NELAP	E83018	06-30-25

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
8081B	3511	Water	Endrin ketone
8081B	3546	Solid	alpha-Chlordane
8081B	3546	Solid	gamma-Chlordane
Moisture		Solid	Percent Moisture
Moisture		Solid	Percent Solids

Laboratory: Eurofins Pensacola

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Alabama	State	40150	06-30-25
ANAB	ISO/IEC 17025	L2471	02-22-26
Arkansas DEQ	State	88-00689	08-01-25
California	State	2510	06-30-25
Florida	NELAP	E81010	06-30-25
Georgia	State	E81010(FL)	06-30-25
Illinois	NELAP	200041	10-09-24
Kansas	NELAP	E-10253	10-31-24
Kentucky (UST)	State	53	06-30-25
Louisiana (All)	NELAP	30976	06-30-25
Louisiana (DW)	State	LA017	12-31-24
North Carolina (WW/SW)	State	314	12-31-24
Oklahoma	NELAP	9810	08-31-25
Pennsylvania	NELAP	68-00467	01-31-25
South Carolina	State	96026	06-30-25
Tennessee	State	TN02907	06-30-25
Texas	NELAP	T104704286	09-30-24
US Fish & Wildlife	US Federal Programs	A22340	06-30-25
USDA	US Federal Programs	FLGNV23001	01-08-26
USDA	US Federal Programs	P330-21-00056	01-09-26
Virginia	NELAP	460166	06-14-25
West Virginia DEP	State	136	03-31-25

Method Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method	Method Description	Protocol	Laboratory
8270E	Semivolatile Organic Compounds (GC/MS)	SW846	EET PEN
8081B	Organochlorine Pesticides (GC)	SW846	EET ORL
8151A	Herbicides (GC)	SW846	EET ORL
8151A	Herbicides (GC)	SW846	EET PEN
FL-PRO	Florida - Petroleum Range Organics (GC)	FL-DEP	EET ORL
6020B	Metals (ICP/MS)	SW846	EET ORL
Moisture	Percent Moisture	EPA	EET ORL
3005A	Preparation, Total Recoverable or Dissolved Metals	SW846	EET ORL
3051A	Preparation, Metals, Microwave Assisted	SW846	EET ORL
3510C	Liquid-Liquid Extraction (Separatory Funnel)	SW846	EET PEN
3511	Microextraction of Organic Compounds	SW846	EET ORL
3546	Microwave Extraction	SW846	EET ORL
3546	Microwave Extraction	SW846	EET PEN
8151A	Extraction (Herbicides)	SW846	EET ORL
8151A	Extraction (Herbicides)	SW846	EET PEN

Protocol References:

EPA = US Environmental Protection Agency

FL-DEP = State Of Florida Department Of Environmental Protection, Florida Administrative Code.

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

EET PEN = Eurofins Pensacola, 3355 McLemore Drive, Pensacola, FL 32514, TEL (850)474-1001

Sample Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47740-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
670-47740-1	CB-1-1	Solid	09/16/24 14:25	09/17/24 12:25
670-47740-2	CB-2-1	Solid	09/16/24 14:32	09/17/24 12:25
670-47740-3	CB-3-1	Solid	09/16/24 14:38	09/17/24 12:25
670-47740-4	CB-4-1	Solid	09/16/24 14:45	09/17/24 12:25
670-47740-5	CB-5-1	Solid	09/16/24 14:55	09/17/24 12:25
670-47740-6	CB-6-1	Solid	09/16/24 15:02	09/17/24 12:25
670-47740-7	MA-1-1	Solid	09/16/24 11:30	09/17/24 12:25
670-47740-8	MA-2-1	Solid	09/16/24 11:45	09/17/24 12:25
670-47740-9	MA-3-1	Solid	09/16/24 12:35	09/17/24 12:25
670-47740-10	TMW-1	Water	09/17/24 11:03	09/17/24 12:25

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701
Phone (407) 339-5984 Phone (407) 260-6110

Chain of Custody Record

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Client Information	Sampler: Michael Dentoe	Lab PM: Dylnicki, Kaitlin	Carrier Tracking No(s):	COC No: 670-21129-8883.1
Client Contact: Katie Minter	Phone:	E-Mail: kaitlin.dylnicki@et.eurofinsus.com	State of Origin:	Page: Page 1 of 1
Company: Ardaman & Associates Inc.	PWSID:			Job #:
Address: 8008 South Orange Avenue PO BOX 593003	Due Date Requested:			
City: Orlando	TAT Requested (days): 3-5 days			
State, Zip: FL, 32809	Compliance Project: Δ Yes Δ No			
Phone:	PO #: Purchase Order not required			
Email: kminter@ardaman.com	WO #: 24-6620A			
Project Name: 24-6620A Forest Lake Golf Club ESA II	Project #: 67005466			
Site: Ocoee, FL	SSOW#:			

Analysis Requested

Preservation Codes:
N - None
O - HNO3
A - HCL

Sample Identification	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	6020B - Lead	FL_PRO - Total Petroleum Hydrocarbons	8151A - Herbicides	8270E_AgChem - Routine OP Pest A + B Mix	6020B - Rcra 4	8081B - Pesticides	6020B - RCRA4 Dissolved	Total Number of containers	Special Instructions/Note:
			Preservation Code:												
CB-1-1	9/16/24	14:25	G	S			✓	✓							
CB-2-1	9/16/24	14:32	G	S			✓								
CB-3-1	9/16/24	14:38	G	S			✓	✓							
CB-4-1	9/16/24	14:45	G	S			✓								
CB-5-1	9/16/24	14:55	G	S			✓	✓							
CB-6-1	9/16/24	15:08	G	S			✓								
MA-1-1	9/16/24	11:30	G	S				✓	✓	✓	✓	✓			
MA-2-1	9/16/24	11:45	G	S				✓	✓	✓	✓	✓			
MA-3-1	9/16/24	12:35	G	S				✓	✓	✓	✓	✓			
TMW-1	9/17/24	11:03	G	W				✓	✓	✓	✓	✓			

670-47740-01 Chain of Custody

Possible Hazard Identification
☐ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☐ Unknown ☐ Radiological

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☐ Disposal By Lab ☐ Archive For ____ Months

Deliverable Requested: I, II, III, IV, Other (specify)

Special Instructions/QC Requirements:

Empty Kit Relinquished by: ELMAR GOMEZ Date: 08/01/24 Time: 14:50 Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Michael Dentoe	9/17/24 12:25	Ardaman	[illegible]	9.17.24 1225	
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company

Custody Seals Intact: Δ Yes Δ No | Custody Seal No.: | Cooler Temperature(s) °C and Other Remarks: 1.7 / 1.7

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701
Phone: 407-339-5984 Fax: 407-260-6110

Chain of Custody Record

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Client Information (Sub Contract Lab)	Sampler:	Lab PM: Dylnicki, Kaitlin	Carrier Tracking No(s):	COC No: 670-36349.1
Client Contact: Shipping/Receiving	Phone:	E-Mail: kaitlin.dylnicki@et.eurofinsus.com	State of Origin: Florida	Page: Page 1 of 1
Company: Eurofins Environment Testing Southeast L		Accreditations Required (See note): NELAP - Florida		Job #: 670-47740-1
Address: 3355 McLemore Drive, ,	Due Date Requested: 9/20/2024			Preservation Codes:
City: Pensacola	TAT Requested (days):			
State, Zip: FL, 32514				
Phone: 850-474-1001(Tel) 850-478-2671(Fax)	PO #:			
Email:	WO #:			
Project Name: 24-6620A Forest Lake Golf Club ESA II	Project #: 67005466			
Site:	SSOW#:			Other:

Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	8151A/8151A_SP Herbicides	8270E_AgChem/3546 Routine OP Pest A + B Mix	8270E_AgChem/3510C_LVI Routine 8270 Pest A + B Mix	Total Number of containers	Special Instructions/Note:
			Preservation Code:								
MA-1-1 (670-47740-7)	9/16/24	11:30 Eastern	G	Solid			X	X		2	
MA-2-1 (670-47740-8)	9/16/24	11:45 Eastern	G	Solid			X	X		2	
MA-3-1 (670-47740-9)	9/16/24	12:35 Eastern	G	Solid			X	X		2	
TMW-1 (670-47740-10)	9/17/24	11:03 Eastern	G	Water					X	2	

Note: Since laboratory accreditations are subject to change, Eurofins Environment Testing Southeast, LLC places the ownership of method, analyte & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State of Origin listed above for analysis/tests/matrix being analyzed, the samples must be shipped back to the Eurofins Environment Testing Southeast, LLC laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Environment Testing Southeast, LLC attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Environment Testing Southeast, LLC.

Possible Hazard Identification	Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
Unconfirmed	☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months
Deliverable Requested: I, II, III, IV, Other (specify) Primary Deliverable Rank: 2	Special Instructions/QC Requirements:

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
	9.17.24 1700	E-Orl			
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time: 9/18/24 9:45	Company

Custody Seals Intact: Δ Yes Δ No	Custody Seal No.:	Cooler Temperature(s) °C and Other Remarks: 2.5C WM 5.3C

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9/22/2024

Login Sample Receipt Checklist

Client: Ardaman & Associates Inc.

Job Number: 670-47740-1

Login Number: 47740

List Source: Eurofins Orlando

List Number: 1

Creator: Bittle, David W

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

Login Sample Receipt Checklist

Client: Ardaman & Associates Inc.

Job Number: 670-47740-1

Login Number: 47740
List Number: 2
Creator: Roberts, Darrien

List Source: Eurofins Pensacola
List Creation: 09/18/24 07:16 PM

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	5.3°C IR11
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	N/A	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

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ANALYTICAL REPORT

PREPARED FOR

Attn: Katie Minter
Ardaman & Associates Inc.
8008 South Orange Avenue
PO BOX 593003
Orlando, Florida 32809

Generated 9/22/2024 3:08:39 PM

JOB DESCRIPTION

24-6620A Forest Lake Golf Club ESA II

JOB NUMBER

670-47745-1

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs FL 32701

See page two for job notes and contact information.

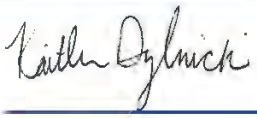
Eurofins Orlando

Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Southeast, LLC Project Manager.

Authorization



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9/22/2024 3:08:39 PM

Authorized for release by
Kaitlin Dylnicki, Project Manager
kaitlin.dylnicki@et.eurofinsus.com
(407)339-5984

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Definitions/Glossary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Qualifiers

GC/MS Semi VOA

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
U	Indicates that the compound was analyzed for but not detected.

GC Semi VOA

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J1	Estimated value; value may not be accurate. Surrogate recovery outside of criteria.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
U	Indicates that the compound was analyzed for but not detected.

Metals

Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
U	Indicates that the compound was analyzed for but not detected.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
¤	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Job ID: 670-47745-1 Eurofins Orlando

Job Narrative
670-47745-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable.

- Matrix QC may not be reported if insufficient sample is provided or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

Receipt
The samples were received on 9/17/2024 12:25 PM. Unless otherwise noted below, the samples arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 1.8°C.

GC/MS Semi VOA
Method 8270E_AgChem: The continuing calibration verification (CCV) associated with batch 400-685339 recovered above the upper control limit for Famphur. The samples associated with this CCV were non-detects for the affected analytes; therefore, the data have been reported.

Method 8270E_AgChem: The continuing calibration verification (CCV) associated with batch 400-685339 recovered above the upper control limit for Ametryn, Prometon, Propazine, Terbutryn and Prometryn. The samples associated with this CCV were non-detects for the affected analytes; therefore, the data have been reported.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

GC Semi VOA
Method FL_PRO: Surrogate recovery for the following samples were outside control limits: MA-7-1 (670-47745-10), (670-47745-C-10-A MS) and (670-47745-C-10-B MSD). Evidence of matrix interference is present; therefore, re-extraction and/or re-analysis was not performed.

Method FL_PRO: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for preparation batch 670-111711 and analytical batch 670-111713 were outside control limits. Sample matrix interference is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Herbicides
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Pesticides
Method 8081B: The matrix spike (MS) recoveries for preparation batch 670-111625 and analytical batch 670-111783 were outside control limits. Non-homogeneity is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

Method 8081B: The following samples were diluted due to color, appearance: MA-5-1 (670-47745-8), MA-6-1 (670-47745-9) and MA-7-1 (670-47745-10). Elevated reporting limits (RL) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Metals
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

General Chemistry
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Job ID: 670-47745-1 (Continued) Eurofins Orlando

Detection Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-4-1
Lab Sample ID: 670-47745-7

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	60		52	26	mg/Kg	1	☼	FL-PRO	Total/NA
Chromium	1.6		1.2	0.58	mg/Kg	5	☼	6020B	Total/NA
Lead	0.86	I	1.2	0.098	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: MA-5-1
Lab Sample ID: 670-47745-8

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	39	I	53	27	mg/Kg	1	☼	FL-PRO	Total/NA
Arsenic	0.49	I	1.2	0.22	mg/Kg	5	☼	6020B	Total/NA
Chromium	1.6		1.2	0.59	mg/Kg	5	☼	6020B	Total/NA
Lead	1.1	I	1.2	0.10	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: MA-6-1
Lab Sample ID: 670-47745-9

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	140		100	52	mg/Kg	2	☼	FL-PRO	Total/NA
Chromium	1.9		1.3	0.60	mg/Kg	5	☼	6020B	Total/NA
Lead	1.2	I	1.3	0.10	mg/Kg	5	☼	6020B	Total/NA

Client Sample ID: MA-7-1
Lab Sample ID: 670-47745-10

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Total Petroleum Hydrocarbons (C8-C40)	200	J3	130	63	mg/Kg	2	☼	FL-PRO	Total/NA
Arsenic	2.7		1.5	0.26	mg/Kg	5	☼	6020B	Total/NA
Chromium	5.8		1.5	0.70	mg/Kg	5	☼	6020B	Total/NA
Lead	5.1		1.5	0.12	mg/Kg	5	☼	6020B	Total/NA

This Detection Summary does not include radiochemical test results.

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-4-1
Lab Sample ID: 670-47745-7
Date Collected: 09/16/24 12:47
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.8

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.016	U	0.081	0.016	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Atrazine	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Bolstar	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Butylate	0.035	U	0.081	0.035	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Chlorpyrifos	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Coumaphos	0.044	U	0.81	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Cycloate	0.014	U	0.081	0.014	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Diazinon	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Dichlorvos	0.053	U	0.16	0.053	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Dimethoate	0.14	U	0.16	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Disulfoton	0.032	U	0.16	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
EPN	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
EPTC	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Ethoprop	0.044	U	0.081	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Ethyl Parathion	0.046	U	0.081	0.046	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Famphur	0.041	U	0.16	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Fensulfothion	0.068	U	0.81	0.068	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Fenthion	0.021	U	0.081	0.021	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Malathion	0.039	U	0.081	0.039	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Methyl parathion	0.026	U	0.081	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Mevinphos	0.047	U	0.16	0.047	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Molinate	0.027	U	0.081	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Pebulate	0.033	U	0.081	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Phorate	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Prometon	0.015	U	0.081	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Prometryn	0.019	U	0.081	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Propazine	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Ronnel	0.022	U	0.081	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Simazine	0.032	U	0.081	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Simetryn	0.019	U	0.081	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Stirophos	0.048	U	0.081	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Sulfotepp	0.041	U	0.081	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Terbutryn	0.023	U	0.081	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Thionazin	0.049	U	0.081	0.049	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Tokuthion	0.079	U	0.081	0.079	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Trichloronate	0.026	U	0.81	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1
Vernolate	0.020	U	0.081	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 11:57	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*100*		*30 - 164*	*09/19/24 10:09*	*09/22/24 11:57*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00016	U	0.0042	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
alpha-BHC	0.00013	U	0.0042	0.00013	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
beta-BHC	0.00025	U	0.0042	0.00025	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
cis-Chlordane	0.00010	U	0.0042	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
4,4'-DDD	0.00024	U	0.0042	0.00024	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
4,4'-DDE	0.00016	U	0.0042	0.00016	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
4,4'-DDT	0.00034	U	0.0042	0.00034	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-4-1 **Lab Sample ID: 670-47745-7**
Date Collected: 09/16/24 12:47 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 80.8**

Method: SW846 8081B - Organochlorine Pesticides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
delta-BHC	0.00012	U	0.0042	0.00012	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Dieldrin	0.00020	U	0.0042	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endosulfan I	0.00014	U	0.0042	0.00014	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endosulfan II	0.00010	U	0.0042	0.00010	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endosulfan sulfate	0.00020	U	0.0084	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endrin	0.000056	U	0.0042	0.000056	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endrin aldehyde	0.00032	U	0.0084	0.00032	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Endrin ketone	0.000061	U	0.0084	0.000061	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
gamma-BHC (Lindane)	0.000076	U	0.0084	0.000076	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Heptachlor	0.00015	U	0.0042	0.00015	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Heptachlor epoxide	0.00026	U	0.0042	0.00026	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Methoxychlor	0.00036	U	0.0042	0.00036	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
Toxaphene	0.0059	U	0.012	0.0059	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1
trans-Chlordane	0.00019	U	0.0042	0.00019	mg/Kg	☼	09/17/24 17:26	09/18/24 15:19	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*95*		*25 - 145*	*09/17/24 17:26*	*09/18/24 15:19*	*1*
Tetrachloro-m-xylene	*59*		*35 - 135*	*09/17/24 17:26*	*09/18/24 15:19*	*1*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0034	U	0.15	0.0034	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
Dalapon	0.0029	U	0.025	0.0029	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
2,4-DB	0.0039	U	0.018	0.0039	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
Dicamba	0.0029	U	0.074	0.0029	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
Dichlorprop	0.0025	U	0.16	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
Dinoseb	0.0039	U	0.25	0.0039	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
MCPA	0.69	U	61	0.69	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
MCPP	1.5	U	61	1.5	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
Silvex (2,4,5-TP)	0.0025	U	0.049	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1
2,4,5-T	0.0025	U	0.049	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 09:52	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*50*		*10 - 150*	*09/19/24 08:20*	*09/20/24 09:52*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**60**		52	26	mg/Kg	☼	09/18/24 07:40	09/18/24 23:41	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*100*		*66 - 136*	*09/18/24 07:40*	*09/18/24 23:41*	*1*
C35 (Surr)	*105*		*36 - 132*	*09/18/24 07:40*	*09/18/24 23:41*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.21	U	1.2	0.21	mg/Kg	☼	09/17/24 14:28	09/18/24 13:40	5
Cadmium	0.67	U	1.2	0.67	mg/Kg	☼	09/17/24 14:28	09/18/24 13:40	5
Chromium	**1.6**		1.2	0.58	mg/Kg	☼	09/17/24 14:28	09/18/24 13:40	5
Lead	**0.86**	**I**	1.2	0.098	mg/Kg	☼	09/17/24 14:28	09/18/24 13:40	5

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-5-1
Lab Sample ID: 670-47745-8
Date Collected: 09/16/24 13:00
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 79.4

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.016	U	0.082	0.016	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Atrazine	0.024	U	0.082	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Bolstar	0.048	U	0.082	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Butylate	0.035	U	0.082	0.035	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Chlorpyrifos	0.024	U	0.082	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Coumaphos	0.045	U	0.82	0.045	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Cycloate	0.014	U	0.082	0.014	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Diazinon	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Dichlorvos	0.053	U	0.16	0.053	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Dimethoate	0.14	U	0.16	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Disulfoton	0.032	U	0.16	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
EPN	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
EPTC	0.020	U	0.082	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Ethoprop	0.045	U	0.082	0.045	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Ethyl Parathion	0.046	U	0.082	0.046	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Famphur	0.041	U	0.16	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Fensulfothion	0.068	U	0.82	0.068	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Fenthion	0.021	U	0.082	0.021	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Malathion	0.040	U	0.082	0.040	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Methyl parathion	0.026	U	0.082	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Mevinphos	0.047	U	0.16	0.047	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Molinate	0.027	U	0.082	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Pebulate	0.034	U	0.082	0.034	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Phorate	0.022	U	0.082	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Prometon	0.015	U	0.082	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Prometryn	0.019	U	0.082	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Propazine	0.020	U	0.082	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Ronnel	0.022	U	0.082	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Simazine	0.032	U	0.082	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Simetryn	0.019	U	0.082	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Stirophos	0.048	U	0.082	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Sulfotepp	0.041	U	0.082	0.041	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Terbutryn	0.024	U	0.082	0.024	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Thionazin	0.050	U	0.082	0.050	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Tokuthion	0.079	U	0.082	0.079	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Trichloronate	0.026	U	0.82	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1
Vernolate	0.020	U	0.082	0.020	mg/Kg	☼	09/19/24 10:09	09/22/24 12:23	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*114*		*30 - 164*	*09/19/24 10:09*	*09/22/24 12:23*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00033	U	0.0085	0.00033	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
alpha-BHC	0.00026	U	0.0085	0.00026	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
beta-BHC	0.00051	U	0.0085	0.00051	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
cis-Chlordane	0.00021	U	0.0085	0.00021	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
4,4'-DDD	0.00049	U	0.0085	0.00049	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
4,4'-DDE	0.00032	U	0.0085	0.00032	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
4,4'-DDT	0.00069	U	0.0085	0.00069	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2

Client Sample ID: MA-5-1 **Lab Sample ID: 670-47745-8**
Date Collected: 09/16/24 13:00 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 79.4**

Method: SW846 8081B - Organochlorine Pesticides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
delta-BHC	0.00025	U	0.0085	0.00025	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Dieldrin	0.00041	U	0.0085	0.00041	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endosulfan I	0.00029	U	0.0085	0.00029	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endosulfan II	0.00020	U	0.0085	0.00020	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endosulfan sulfate	0.00042	U	0.017	0.00042	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endrin	0.00011	U	0.0085	0.00011	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endrin aldehyde	0.00065	U	0.017	0.00065	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Endrin ketone	0.00012	U	0.017	0.00012	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
gamma-BHC (Lindane)	0.00015	U	0.017	0.00015	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Heptachlor	0.00030	U	0.0085	0.00030	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Heptachlor epoxide	0.00052	U	0.0085	0.00052	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Methoxychlor	0.00073	U	0.0085	0.00073	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
Toxaphene	0.012	U	0.025	0.012	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2
trans-Chlordane	0.00038	U	0.0085	0.00038	mg/Kg	☼	09/17/24 17:26	09/18/24 15:34	2

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*116*		*25 - 145*	*09/17/24 17:26*	*09/18/24 15:34*	*2*
Tetrachloro-m-xylene	*57*		*35 - 135*	*09/17/24 17:26*	*09/18/24 15:34*	*2*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0035	U	0.15	0.0035	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
Dalapon	0.0030	U	0.025	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
2,4-DB	0.0040	U	0.019	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
Dicamba	0.0030	U	0.075	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
Dichlorprop	0.0025	U	0.16	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
Dinoseb	0.0040	U	0.25	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
MCPA	0.70	U	63	0.70	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
MCPP	1.6	U	63	1.6	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
Silvex (2,4,5-TP)	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1
2,4,5-T	0.0025	U	0.050	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:18	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*45*		*10 - 150*	*09/19/24 08:20*	*09/20/24 10:18*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**39**	**I**	53	27	mg/Kg	☼	09/18/24 07:40	09/18/24 23:59	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*94*		*66 - 136*	*09/18/24 07:40*	*09/18/24 23:59*	*1*
C35 (Surr)	*87*		*36 - 132*	*09/18/24 07:40*	*09/18/24 23:59*	*1*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	**0.49**	**I**	1.2	0.22	mg/Kg	☼	09/17/24 14:28	09/18/24 13:43	5
Cadmium	0.68	U	1.2	0.68	mg/Kg	☼	09/17/24 14:28	09/18/24 13:43	5
Chromium	**1.6**		1.2	0.59	mg/Kg	☼	09/17/24 14:28	09/18/24 13:43	5
Lead	**1.1**	**I**	1.2	0.10	mg/Kg	☼	09/17/24 14:28	09/18/24 13:43	5

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-6-1
Lab Sample ID: 670-47745-9
Date Collected: 09/16/24 13:15
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.8

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.016	U	0.080	0.016	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Atrazine	0.023	U	0.080	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Bolstar	0.048	U	0.080	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Butylate	0.034	U	0.080	0.034	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Chlorpyrifos	0.023	U	0.080	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Coumaphos	0.044	U	0.80	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Cycloate	0.013	U	0.080	0.013	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Diazinon	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Dichlorvos	0.052	U	0.16	0.052	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Dimethoate	0.14	U	0.16	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Disulfoton	0.032	U	0.16	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
EPN	0.048	U	0.16	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
EPTC	0.019	U	0.080	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Ethoprop	0.044	U	0.080	0.044	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Ethyl Parathion	0.045	U	0.080	0.045	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Famphur	0.040	U	0.16	0.040	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Fensulfothion	0.067	U	0.80	0.067	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Fenthion	0.021	U	0.080	0.021	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Malathion	0.039	U	0.080	0.039	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Methyl parathion	0.026	U	0.080	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Mevinphos	0.046	U	0.16	0.046	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Molinate	0.027	U	0.080	0.027	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Pebulate	0.033	U	0.080	0.033	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Phorate	0.022	U	0.080	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Prometon	0.015	U	0.080	0.015	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Prometryn	0.018	U	0.080	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Propazine	0.019	U	0.080	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Ronnel	0.022	U	0.080	0.022	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Simazine	0.032	U	0.080	0.032	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Simetryn	0.018	U	0.080	0.018	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Stirophos	0.048	U	0.080	0.048	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Sulfotepp	0.040	U	0.080	0.040	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Terbutryn	0.023	U	0.080	0.023	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Thionazin	0.049	U	0.080	0.049	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Tokuthion	0.078	U	0.080	0.078	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Trichloronate	0.026	U	0.80	0.026	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1
Vernolate	0.019	U	0.080	0.019	mg/Kg	☼	09/19/24 10:09	09/22/24 12:50	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*100*		*30 - 164*	*09/19/24 10:09*	*09/22/24 12:50*	*1*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00081	U	0.021	0.00081	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
alpha-BHC	0.00063	U	0.021	0.00063	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
beta-BHC	0.0013	U	0.021	0.0013	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
cis-Chlordane	0.00051	U	0.021	0.00051	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
4,4'-DDD	0.0012	U	0.021	0.0012	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
4,4'-DDE	0.00079	U	0.021	0.00079	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
4,4'-DDT	0.0017	U	0.021	0.0017	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5

Client Sample ID: MA-6-1 **Lab Sample ID: 670-47745-9**
Date Collected: 09/16/24 13:15 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 80.8**

Method: SW846 8081B - Organochlorine Pesticides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
delta-BHC	0.00061	U	0.021	0.00061	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Dieldrin	0.0010	U	0.021	0.0010	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endosulfan I	0.00070	U	0.021	0.00070	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endosulfan II	0.00050	U	0.021	0.00050	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endosulfan sulfate	0.0010	U	0.042	0.0010	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endrin	0.00028	U	0.021	0.00028	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endrin aldehyde	0.0016	U	0.042	0.0016	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Endrin ketone	0.00030	U	0.042	0.00030	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
gamma-BHC (Lindane)	0.00038	U	0.042	0.00038	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Heptachlor	0.00074	U	0.021	0.00074	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Heptachlor epoxide	0.0013	U	0.021	0.0013	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Methoxychlor	0.0018	U	0.021	0.0018	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
Toxaphene	0.029	U	0.061	0.029	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5
trans-Chlordane	0.00093	U	0.021	0.00093	mg/Kg	☼	09/17/24 17:26	09/18/24 15:49	5

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*105*		*25 - 145*	*09/17/24 17:26*	*09/18/24 15:49*	*5*
Tetrachloro-m-xylene	*99*		*35 - 135*	*09/17/24 17:26*	*09/18/24 15:49*	*5*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0035	U	0.15	0.0035	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
Dalapon	0.0030	U	0.025	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
2,4-DB	0.0040	U	0.019	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
Dicamba	0.0030	U	0.074	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
Dichlorprop	0.0025	U	0.16	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
Dinoseb	0.0040	U	0.25	0.0040	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
MCPA	0.69	U	62	0.69	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
MCPP	1.5	U	62	1.5	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
Silvex (2,4,5-TP)	0.0025	U	0.049	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1
2,4,5-T	0.0025	U	0.049	0.0025	mg/Kg	☼	09/19/24 08:20	09/20/24 10:44	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*66*		*10 - 150*	*09/19/24 08:20*	*09/20/24 10:44*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**140**		100	52	mg/Kg	☼	09/18/24 07:40	09/19/24 00:17	2

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*98*		*66 - 136*	*09/18/24 07:40*	*09/19/24 00:17*	*2*
C35 (Surr)	*124*		*36 - 132*	*09/18/24 07:40*	*09/19/24 00:17*	*2*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.22	U	1.3	0.22	mg/Kg	☼	09/17/24 14:28	09/18/24 13:45	5
Cadmium	0.68	U	1.3	0.68	mg/Kg	☼	09/17/24 14:28	09/18/24 13:45	5
Chromium	**1.9**		1.3	0.60	mg/Kg	☼	09/17/24 14:28	09/18/24 13:45	5
Lead	**1.2**	**I**	1.3	0.10	mg/Kg	☼	09/17/24 14:28	09/18/24 13:45	5

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-7-1
Lab Sample ID: 670-47745-10
Date Collected: 09/17/24 09:44
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 66.9

Method: SW846 8270E - Semivolatile Organic Compounds (GC/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.097	U	0.49	0.097	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Atrazine	0.14	U	0.49	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Bolstar	0.29	U	0.49	0.29	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Butylate	0.21	U	0.49	0.21	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Chlorpyrifos	0.14	U	0.49	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Coumaphos	0.27	U	4.9	0.27	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Cycloate	0.082	U	0.49	0.082	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Diazinon	0.29	U	0.98	0.29	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Dichlorvos	0.32	U	0.98	0.32	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Dimethoate	0.85	U	0.98	0.85	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Disulfoton	0.19	U	0.98	0.19	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
EPN	0.29	U	0.98	0.29	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
EPTC	0.12	U	0.49	0.12	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Ethoprop	0.27	U	0.49	0.27	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Ethyl Parathion	0.28	U	0.49	0.28	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Famphur	0.25	U	0.98	0.25	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Fensulfothion	0.41	U	4.9	0.41	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Fenthion	0.13	U	0.49	0.13	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Malathion	0.24	U	0.49	0.24	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Methyl parathion	0.16	U	0.49	0.16	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Mevinphos	0.28	U	0.98	0.28	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Molinate	0.16	U	0.49	0.16	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Pebulate	0.20	U	0.49	0.20	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Phorate	0.13	U	0.49	0.13	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Prometon	0.089	U	0.49	0.089	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Prometryn	0.11	U	0.49	0.11	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Propazine	0.12	U	0.49	0.12	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Ronnel	0.13	U	0.49	0.13	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Simazine	0.19	U	0.49	0.19	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Simetryn	0.11	U	0.49	0.11	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Stirophos	0.29	U	0.49	0.29	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Sulfotepp	0.25	U	0.49	0.25	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Terbutryn	0.14	U	0.49	0.14	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Thionazin	0.30	U	0.49	0.30	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Tokuthion	0.48	U	0.49	0.48	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Trichloronate	0.16	U	4.9	0.16	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5
Vernolate	0.12	U	0.49	0.12	mg/Kg	☼	09/19/24 10:09	09/22/24 13:16	5

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*106*		*30 - 164*	*09/19/24 10:09*	*09/22/24 13:16*	*5*

Method: SW846 8081B - Organochlorine Pesticides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00099	U	0.025	0.00099	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
alpha-BHC	0.00077	U	0.025	0.00077	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
beta-BHC	0.0015	U	0.025	0.0015	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
cis-Chlordane	0.00062	U	0.025	0.00062	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
4,4'-DDD	0.0015	U	0.025	0.0015	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
4,4'-DDE	0.00097	U	0.025	0.00097	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
4,4'-DDT	0.0021	U	0.025	0.0021	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-7-1 **Lab Sample ID: 670-47745-10**
Date Collected: 09/17/24 09:44 **Matrix: Solid**
Date Received: 09/17/24 12:25 **Percent Solids: 66.9**

Method: SW846 8081B - Organochlorine Pesticides (GC) (Continued)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
delta-BHC	0.00075	U	0.025	0.00075	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Dieldrin	0.0012	U	0.025	0.0012	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endosulfan I	0.00085	U	0.025	0.00085	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endosulfan II	0.00061	U	0.025	0.00061	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endosulfan sulfate	0.0012	U	0.051	0.0012	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endrin	0.00034	U	0.025	0.00034	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endrin aldehyde	0.0019	U	0.051	0.0019	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Endrin ketone	0.00037	U	0.051	0.00037	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
gamma-BHC (Lindane)	0.00046	U	0.051	0.00046	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Heptachlor	0.00091	U	0.025	0.00091	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Heptachlor epoxide	0.0016	U	0.025	0.0016	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Methoxychlor	0.0022	U	0.025	0.0022	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
Toxaphene	0.036	U	0.075	0.036	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5
trans-Chlordane	0.0011	U	0.025	0.0011	mg/Kg	☼	09/17/24 17:26	09/18/24 16:04	5

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*98*		*25 - 145*	*09/17/24 17:26*	*09/18/24 16:04*	*5*
Tetrachloro-m-xylene	*93*		*35 - 135*	*09/17/24 17:26*	*09/18/24 16:04*	*5*

Method: SW846 8151A - Herbicides (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0042	U	0.18	0.0042	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
Dalapon	0.0036	U	0.030	0.0036	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
2,4-DB	0.0048	U	0.022	0.0048	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
Dicamba	0.0036	U	0.089	0.0036	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
Dichlorprop	0.0030	U	0.19	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
Dinoseb	0.0048	U	0.30	0.0048	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
MCPA	0.83	U	74	0.83	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
MCPP	1.8	U	74	1.8	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
Silvex (2,4,5-TP)	0.0030	U	0.060	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1
2,4,5-T	0.0030	U	0.060	0.0030	mg/Kg	☼	09/19/24 08:20	09/20/24 11:11	1

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*50*		*10 - 150*	*09/19/24 08:20*	*09/20/24 11:11*	*1*

Method: FL-DEP FL-PRO - Florida - Petroleum Range Organics (GC)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	**200**	**J3**	130	63	mg/Kg	☼	09/18/24 07:53	09/18/24 23:37	2

Surrogate	*%Recovery*	*Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*77*		*66 - 136*	*09/18/24 07:53*	*09/18/24 23:37*	*2*
C35 (Surr)	*20*	*J1*	*36 - 132*	*09/18/24 07:53*	*09/18/24 23:37*	*2*

Method: SW846 6020B - Metals (ICP/MS)

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	**2.7**		1.5	0.26	mg/Kg	☼	09/17/24 14:28	09/18/24 13:47	5
Cadmium	0.80	U	1.5	0.80	mg/Kg	☼	09/17/24 14:28	09/18/24 13:47	5
Chromium	**5.8**		1.5	0.70	mg/Kg	☼	09/17/24 14:28	09/18/24 13:47	5
Lead	**5.1**		1.5	0.12	mg/Kg	☼	09/17/24 14:28	09/18/24 13:47	5

Surrogate Summary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		TPP
Lab Sample ID	Client Sample ID	(30-164)
670-47740-A-7-B MS	Matrix Spike	115
670-47740-A-7-C MSD	Matrix Spike Duplicate	95
670-47745-7	MA-4-1	100
670-47745-8	MA-5-1	114
670-47745-9	MA-6-1	100
670-47745-10	MA-7-1	106
LCS 400-685043/2-A	Lab Control Sample	98
MB 400-685043/1-A	Method Blank	104

Surrogate Legend

TPP = Triphenylphosphate

Method: 8081B - Organochlorine Pesticides (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		DCBP1	TCX1
Lab Sample ID	Client Sample ID	(25-145)	(35-135)
670-47677-B-1-C MS	Matrix Spike	119	73
670-47677-B-1-D MSD	Matrix Spike Duplicate	112	79
670-47745-7	MA-4-1	95	59
670-47745-8	MA-5-1	116	57
670-47745-9	MA-6-1	105	99
670-47745-10	MA-7-1	98	93
LCS 670-111625/2-A	Lab Control Sample	96	77
MB 670-111625/1-A	Method Blank	97	76

Surrogate Legend

DCBP = DCB Decachlorobiphenyl
TCX = Tetrachloro-m-xylene

Method: 8151A - Herbicides (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)
		DCPAA1
Lab Sample ID	Client Sample ID	(10-150)
400-262398-K-1-A MS	Matrix Spike	53
400-262398-K-1-B MSD	Matrix Spike Duplicate	44
670-47745-7	MA-4-1	50
670-47745-8	MA-5-1	45
670-47745-9	MA-6-1	66
670-47745-10	MA-7-1	50
LCS 400-684892/2-A	Lab Control Sample	57
MB 400-684892/1-A	Method Blank	52

Surrogate Legend

DCPAA = 2,4-Dichlorophenylacetic acid

Surrogate Summary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: FL-PRO - Florida - Petroleum Range Organics (GC)

Matrix: Solid **Prep Type: Total/NA**

		Percent Surrogate Recovery (Acceptance Limits)	
		OTP	C-35
Lab Sample ID	Client Sample ID	(66-136)	(36-132)
670-47745-7	MA-4-1	100	105
670-47745-8	MA-5-1	94	87
670-47745-9	MA-6-1	98	124
670-47745-10	MA-7-1	77	20 J1
670-47745-10 MS	MA-7-1	80	27 J1
670-47745-10 MSD	MA-7-1	78	24 J1
670-47787-B-11-A MS	Matrix Spike	91	80
670-47787-B-11-B MSD	Matrix Spike Duplicate	90	77
LCS 670-111703/2-A	Lab Control Sample	102	54
LCS 670-111711/2-A	Lab Control Sample	91	89
MB 670-111703/1-A	Method Blank	93	84
MB 670-111711/1-A	Method Blank	105	112

Surrogate Legend

OTP = o- terphenyl (Surr)
C-35 = C35 (Surr)

Method: 8270E - Semivolatile Organic Compounds (GC/MS)

Lab Sample ID: MB 400-685043/1-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 685043

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Ametryn	0.013	U	0.066	0.013	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Atrazine	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Bolstar	0.039	U	0.066	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Butylate	0.028	U	0.066	0.028	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Chlorpyrifos	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Coumaphos	0.036	U	0.66	0.036	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Cycloate	0.011	U	0.066	0.011	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Diazinon	0.039	U	0.13	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Dichlorvos	0.043	U	0.13	0.043	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Dimethoate	0.11	U	0.13	0.11	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Disulfoton	0.026	U	0.13	0.026	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
EPN	0.039	U	0.13	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
EPTC	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ethoprop	0.036	U	0.066	0.036	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ethyl Parathion	0.037	U	0.066	0.037	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Famphur	0.033	U	0.13	0.033	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Fensulfothion	0.055	U	0.66	0.055	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Fenthion	0.017	U	0.066	0.017	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Malathion	0.032	U	0.066	0.032	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Methyl parathion	0.021	U	0.066	0.021	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Mevinphos	0.038	U	0.13	0.038	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Molinate	0.022	U	0.066	0.022	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Pebulate	0.027	U	0.066	0.027	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Phorate	0.018	U	0.066	0.018	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Prometon	0.012	U	0.066	0.012	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Prometryn	0.015	U	0.066	0.015	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Propazine	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Ronnel	0.018	U	0.066	0.018	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Simazine	0.026	U	0.066	0.026	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Simetryn	0.015	U	0.066	0.015	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Stirophos	0.039	U	0.066	0.039	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Sulfotepp	0.033	U	0.066	0.033	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Terbutryn	0.019	U	0.066	0.019	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Thionazin	0.040	U	0.066	0.040	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Tokuthion	0.064	U	0.066	0.064	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Trichloronate	0.021	U	0.66	0.021	mg/Kg		09/19/24 10:09	09/22/24 08:53	1
Vernolate	0.016	U	0.066	0.016	mg/Kg		09/19/24 10:09	09/22/24 08:53	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
Triphenylphosphate	*104*		*30 - 164*	*09/19/24 10:09*	*09/22/24 08:53*	*1*

Lab Sample ID: LCS 400-685043/2-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Ametryn	0.333	0.299		mg/Kg		90	40 - 140
Atrazine	0.333	0.297		mg/Kg		89	18 - 131

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: LCS 400-685043/2-A
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Bolstar	0.667	0.602		mg/Kg		90	36 - 121
Butylate	0.333	0.227		mg/Kg		68	40 - 140
Chlorpyrifos	0.667	0.642		mg/Kg		96	40 - 118
Coumaphos	0.667	0.623	I	mg/Kg		93	39 - 138
Cycloate	0.333	0.230		mg/Kg		69	40 - 140
Diazinon	0.667	0.582		mg/Kg		87	40 - 114
Dichlorvos	0.667	0.531		mg/Kg		80	31 - 133
Dimethoate	0.667	0.716		mg/Kg		107	13 - 150
Disulfoton	0.667	0.490		mg/Kg		74	18 - 124
EPN	0.667	0.613		mg/Kg		92	40 - 149
EPTC	0.333	0.221		mg/Kg		66	40 - 140
Ethoprop	0.667	0.620		mg/Kg		93	40 - 118
Ethyl Parathion	0.667	0.715		mg/Kg		107	40 - 145
Famphur	0.667	0.766		mg/Kg		115	40 - 120
Fensulfothion	0.667	0.751		mg/Kg		113	40 - 150
Fenthion	0.667	0.642		mg/Kg		96	40 - 120
Malathion	0.667	0.672		mg/Kg		101	40 - 124
Methyl parathion	0.667	0.581		mg/Kg		87	40 - 149
Mevinphos	0.667	0.577		mg/Kg		87	40 - 116
Molinate	0.333	0.230		mg/Kg		69	40 - 140
Pebulate	0.333	0.234		mg/Kg		70	40 - 140
Phorate	0.667	0.542		mg/Kg		81	31 - 124
Prometon	0.333	0.281		mg/Kg		84	40 - 140
Prometryn	0.333	0.298		mg/Kg		90	40 - 140
Propazine	0.333	0.312		mg/Kg		94	40 - 140
Ronnel	0.667	0.645		mg/Kg		97	40 - 121
Simazine	0.333	0.300		mg/Kg		90	10 - 150
Simetryn	0.333	0.298		mg/Kg		89	30 - 130
Stirophos	0.667	0.687		mg/Kg		103	40 - 126
Sulfotepp	0.667	0.525		mg/Kg		79	40 - 132
Terbutryn	0.333	0.314		mg/Kg		94	40 - 140
Thionazin	0.670	0.690		mg/Kg		103	40 - 126
Tokuthion	0.667	0.526		mg/Kg		79	10 - 150
Trichloronate	0.667	0.568	I	mg/Kg		85	39 - 119
Vernolate	0.333	0.239		mg/Kg		72	40 - 140

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
Triphenylphosphate	*98*		*30 - 164*

Lab Sample ID: 670-47740-A-7-B MS
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Ametryn	0.016	U	0.412	0.410		mg/Kg	☼	100	40 - 140
Atrazine	0.023	U	0.412	0.379		mg/Kg	☼	92	18 - 131
Bolstar	0.048	U	0.824	0.917		mg/Kg	☼	111	40 - 156
Butylate	0.034	U	0.412	0.302		mg/Kg	☼	73	30 - 130

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 670-47740-A-7-B MS
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Chlorpyrifos	0.023	U	0.824	0.809		mg/Kg	☼	98	22 - 130
Coumaphos	0.044	U	0.824	0.820		mg/Kg	☼	100	51 - 147
Cycloate	0.013	U	0.412	0.306		mg/Kg	☼	74	30 - 130
Diazinon	0.048	U	0.824	0.760		mg/Kg	☼	92	41 - 130
Dichlorvos	0.053	U	0.824	0.751		mg/Kg	☼	91	10 - 130
Dimethoate	0.14	U	0.824	0.978		mg/Kg	☼	119	38 - 130
Disulfoton	0.032	U	0.824	0.556		mg/Kg	☼	68	10 - 134
EPN	0.048	U	0.824	0.872		mg/Kg	☼	106	48 - 124
EPTC	0.020	U	0.412	0.293		mg/Kg	☼	71	30 - 130
Ethoprop	0.044	U	0.824	0.828		mg/Kg	☼	100	30 - 130
Ethyl Parathion	0.045	U	0.824	0.952		mg/Kg	☼	116	24 - 151
Famphur	0.040	U J3	0.824	1.11	J3	mg/Kg	☼	134	10 - 130
Fensulfothion	0.067	U	0.824	1.09		mg/Kg	☼	133	43 - 145
Fenthion	0.021	U	0.824	0.854		mg/Kg	☼	104	10 - 128
Malathion	0.039	U	0.824	0.780		mg/Kg	☼	95	10 - 141
Methyl parathion	0.026	U	0.824	0.780		mg/Kg	☼	95	36 - 149
Mevinphos	0.047	U	0.824	0.803		mg/Kg	☼	97	30 - 130
Molinate	0.027	U	0.412	0.316		mg/Kg	☼	77	30 - 130
Pebulate	0.033	U	0.412	0.318		mg/Kg	☼	77	30 - 130
Phorate	0.022	U	0.824	0.677		mg/Kg	☼	82	36 - 130
Prometon	0.015	U	0.412	0.400		mg/Kg	☼	97	40 - 140
Prometryn	0.018	U	0.412	0.386		mg/Kg	☼	94	40 - 140
Propazine	0.020	U	0.412	0.351		mg/Kg	☼	85	40 - 140
Ronnel	0.022	U	0.824	0.818		mg/Kg	☼	99	30 - 130
Simazine	0.032	U	0.412	0.354		mg/Kg	☼	86	10 - 181
Simetryn	0.018	U	0.412	0.417		mg/Kg	☼	101	30 - 130
Stirophos	0.048	U	0.824	0.843		mg/Kg	☼	102	36 - 126
Sulfotepp	0.040	U	0.824	0.836		mg/Kg	☼	102	13 - 171
Terbutryn	0.023	U	0.412	0.413		mg/Kg	☼	100	30 - 130
Thionazin	0.049	U	0.828	0.906		mg/Kg	☼	109	10 - 130
Tokuthion	0.079	U	0.824	0.896		mg/Kg	☼	109	14 - 130
Trichloronate	0.026	U	0.824	0.728	I	mg/Kg	☼	88	50 - 150
Vernolate	0.020	U	0.412	0.309		mg/Kg	☼	75	30 - 130

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
Triphenylphosphate	*115*		*30 - 164*

Lab Sample ID: 670-47740-A-7-C MSD
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Ametryn	0.016	U	0.404	0.376		mg/Kg	☼	93	40 - 140	9	50
Atrazine	0.023	U	0.404	0.348		mg/Kg	☼	86	18 - 131	9	50
Bolstar	0.048	U	0.809	0.707		mg/Kg	☼	87	40 - 156	26	50
Butylate	0.034	U	0.404	0.274		mg/Kg	☼	68	30 - 130	10	50
Chlorpyrifos	0.023	U	0.809	0.771		mg/Kg	☼	95	22 - 130	5	50
Coumaphos	0.044	U	0.809	0.732	I	mg/Kg	☼	91	51 - 147	11	50

Method: 8270E - Semivolatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: 670-47740-A-7-C MSD
Matrix: Solid
Analysis Batch: 685339

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 685043

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Cycloate	0.013	U	0.404	0.282		mg/Kg	☼	70	30 - 130	8	50
Diazinon	0.048	U	0.809	0.714		mg/Kg	☼	88	41 - 130	6	50
Dichlorvos	0.053	U	0.809	0.653		mg/Kg	☼	81	10 - 130	14	50
Dimethoate	0.14	U	0.809	0.867		mg/Kg	☼	107	38 - 130	12	50
Disulfoton	0.032	U	0.809	0.526		mg/Kg	☼	65	10 - 134	6	50
EPN	0.048	U	0.809	0.717		mg/Kg	☼	89	48 - 124	19	50
EPTC	0.020	U	0.404	0.265		mg/Kg	☼	65	30 - 130	10	50
Ethoprop	0.044	U	0.809	0.772		mg/Kg	☼	95	30 - 130	7	50
Ethyl Parathion	0.045	U	0.809	0.877		mg/Kg	☼	108	24 - 151	8	50
Famphur	0.040	U J3	0.809	0.898		mg/Kg	☼	111	10 - 130	21	50
Fensulfothion	0.067	U	0.809	0.916		mg/Kg	☼	113	43 - 145	18	50
Fenthion	0.021	U	0.809	0.764		mg/Kg	☼	94	10 - 128	11	50
Malathion	0.039	U	0.809	0.798		mg/Kg	☼	99	10 - 141	2	50
Methyl parathion	0.026	U	0.809	0.728		mg/Kg	☼	90	36 - 149	7	50
Mevinphos	0.047	U	0.809	0.754		mg/Kg	☼	93	30 - 130	6	50
Molinate	0.027	U	0.404	0.285		mg/Kg	☼	71	30 - 130	10	50
Pebulate	0.033	U	0.404	0.295		mg/Kg	☼	73	30 - 130	8	50
Phorate	0.022	U	0.809	0.629		mg/Kg	☼	78	36 - 130	7	50
Prometon	0.015	U	0.404	0.391		mg/Kg	☼	97	40 - 140	2	50
Prometryn	0.018	U	0.404	0.363		mg/Kg	☼	90	40 - 140	6	50
Propazine	0.020	U	0.404	0.379		mg/Kg	☼	94	40 - 140	8	50
Ronnel	0.022	U	0.809	0.754		mg/Kg	☼	93	30 - 130	8	50
Simazine	0.032	U	0.404	0.346		mg/Kg	☼	86	10 - 181	2	50
Simetryn	0.018	U	0.404	0.376		mg/Kg	☼	93	30 - 130	10	50
Stirophos	0.048	U	0.809	0.814		mg/Kg	☼	101	36 - 126	4	50
Sulfotepp	0.040	U	0.809	0.632		mg/Kg	☼	78	13 - 171	28	50
Terbutryn	0.023	U	0.404	0.394		mg/Kg	☼	97	30 - 130	5	50
Thionazin	0.049	U	0.813	0.841		mg/Kg	☼	104	10 - 130	7	50
Tokuthion	0.079	U	0.809	0.677		mg/Kg	☼	84	14 - 130	28	50
Trichloronate	0.026	U	0.809	0.657	I	mg/Kg	☼	81	50 - 150	10	50
Vernolate	0.020	U	0.404	0.285		mg/Kg	☼	71	30 - 130	8	50

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
Triphenylphosphate	*95*		*30 - 164*

Method: 8081B - Organochlorine Pesticides (GC)

Lab Sample ID: MB 670-111625/1-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111625

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Aldrin	0.00013	U	0.0034	0.00013	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
alpha-BHC	0.00010	U	0.0034	0.00010	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
beta-BHC	0.00020	U	0.0034	0.00020	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
cis-Chlordane	0.000083	U	0.0034	0.000083	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDD	0.00020	U	0.0034	0.00020	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDE	0.00013	U	0.0034	0.00013	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
4,4'-DDT	0.00028	U	0.0034	0.00028	mg/Kg		09/17/24 17:26	09/18/24 12:33	1

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: MB 670-111625/1-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111625

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
delta-BHC	0.00010	U	0.0034	0.00010	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Dieldrin	0.00016	U	0.0034	0.00016	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endosulfan I	0.00011	U	0.0034	0.00011	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endosulfan II	0.000082	U	0.0034	0.000082	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endosulfan sulfate	0.00017	U	0.0068	0.00017	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin	0.000046	U	0.0034	0.000046	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin aldehyde	0.00026	U	0.0068	0.00026	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Endrin ketone	0.000049	U	0.0068	0.000049	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
gamma-BHC (Lindane)	0.000062	U	0.0068	0.000062	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Heptachlor	0.00012	U	0.0034	0.00012	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Heptachlor epoxide	0.00021	U	0.0034	0.00021	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Methoxychlor	0.00029	U	0.0034	0.00029	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
Toxaphene	0.0047	U	0.010	0.0047	mg/Kg		09/17/24 17:26	09/18/24 12:33	1
trans-Chlordane	0.00015	U	0.0034	0.00015	mg/Kg		09/17/24 17:26	09/18/24 12:33	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
DCB Decachlorobiphenyl	*97*		*25 - 145*	*09/17/24 17:26*	*09/18/24 12:33*	*1*
Tetrachloro-m-xylene	*76*		*35 - 135*	*09/17/24 17:26*	*09/18/24 12:33*	*1*

Lab Sample ID: LCS 670-111625/2-A
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Lab Control Sample
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Aldrin	0.0125	0.00949		mg/Kg		76	45 - 170
alpha-BHC	0.0125	0.00947		mg/Kg		76	43 - 170
beta-BHC	0.0125	0.00935		mg/Kg		75	44 - 170
cis-Chlordane	0.0125	0.00795		mg/Kg		64	48 - 170
4,4'-DDD	0.0125	0.0114		mg/Kg		92	42 - 170
4,4'-DDE	0.0125	0.00998		mg/Kg		80	43 - 170
4,4'-DDT	0.0125	0.0101		mg/Kg		81	41 - 170
delta-BHC	0.0125	0.00904		mg/Kg		72	43 - 170
Dieldrin	0.0125	0.00948		mg/Kg		76	50 - 170
Endosulfan I	0.0125	0.00984		mg/Kg		79	47 - 170
Endosulfan II	0.0125	0.00985		mg/Kg		79	50 - 170
Endosulfan sulfate	0.0125	0.00966		mg/Kg		77	46 - 170
Endrin	0.0125	0.00976		mg/Kg		78	41 - 170
Endrin aldehyde	0.0125	0.00880		mg/Kg		70	38 - 170
Endrin ketone	0.0125	0.0108		mg/Kg		86	47 - 170
gamma-BHC (Lindane)	0.0125	0.00902		mg/Kg		72	50 - 170
Heptachlor	0.0125	0.00948		mg/Kg		76	39 - 170
Heptachlor epoxide	0.0125	0.00873		mg/Kg		70	45 - 170
Methoxychlor	0.0125	0.0116		mg/Kg		92	32 - 170
trans-Chlordane	0.0125	0.00926		mg/Kg		74	45 - 170

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
DCB Decachlorobiphenyl	*96*		*25 - 145*
Tetrachloro-m-xylene	*77*		*35 - 135*

Method: 8081B - Organochlorine Pesticides (GC)

Lab Sample ID: 670-47677-B-1-C MS
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Aldrin	0.00029	U	0.0138	0.0112		mg/Kg	☼	81	43 - 170
alpha-BHC	0.00023	U	0.0138	0.0106		mg/Kg	☼	77	43 - 170
beta-BHC	0.00045	U	0.0138	0.0114		mg/Kg	☼	83	44 - 170
cis-Chlordane	0.035	J3	0.0138	0.0606	J3	mg/Kg	☼	189	45 - 170
4,4'-DDD	0.00043	U	0.0138	0.0143		mg/Kg	☼	103	42 - 170
4,4'-DDE	0.023		0.0138	0.0450		mg/Kg	☼	158	41 - 170
4,4'-DDT	0.0061	I	0.0138	0.0201		mg/Kg	☼	101	41 - 170
delta-BHC	0.00022	U	0.0138	0.0110		mg/Kg	☼	80	43 - 170
Dieldrin	0.00037	U	0.0138	0.0144		mg/Kg	☼	105	40 - 170
Endosulfan I	0.00025	U	0.0138	0.0141		mg/Kg	☼	102	38 - 170
Endosulfan II	0.00018	U	0.0138	0.0134		mg/Kg	☼	97	38 - 170
Endosulfan sulfate	0.00037	U	0.0138	0.0124	I	mg/Kg	☼	90	41 - 170
Endrin	0.00010	U	0.0138	0.0140		mg/Kg	☼	101	41 - 170
Endrin aldehyde	0.00058	U	0.0138	0.0118	I	mg/Kg	☼	86	50 - 170
Endrin ketone	0.00011	U	0.0138	0.0124	I	mg/Kg	☼	90	40 - 170
gamma-BHC (Lindane)	0.00014	U	0.0138	0.0107	I	mg/Kg	☼	78	43 - 170
Heptachlor	0.0022	I	0.0138	0.0148		mg/Kg	☼	91	44 - 170
Heptachlor epoxide	0.0070	I	0.0138	0.0234		mg/Kg	☼	119	39 - 170
Methoxychlor	0.00064	U	0.0138	0.0145		mg/Kg	☼	105	50 - 170
trans-Chlordane	0.056	J3	0.0138	0.0889	J3	mg/Kg	☼	242	43 - 170

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
DCB Decachlorobiphenyl	*119*		*25 - 145*
Tetrachloro-m-xylene	*73*		*35 - 135*

Lab Sample ID: 670-47677-B-1-D MSD
Matrix: Solid
Analysis Batch: 111783

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 111625

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Aldrin	0.00029	U	0.0137	0.0114		mg/Kg	☼	83	43 - 170	2	30
alpha-BHC	0.00023	U	0.0137	0.0111		mg/Kg	☼	81	43 - 170	5	30
beta-BHC	0.00045	U	0.0137	0.0111		mg/Kg	☼	81	44 - 170	3	30
cis-Chlordane	0.035	J3	0.0137	0.0475		mg/Kg	☼	95	45 - 170	24	30
4,4'-DDD	0.00043	U	0.0137	0.0139		mg/Kg	☼	102	42 - 170	2	30
4,4'-DDE	0.023		0.0137	0.0338		mg/Kg	☼	77	41 - 170	28	30
4,4'-DDT	0.0061	I	0.0137	0.0172		mg/Kg	☼	81	41 - 170	16	30
delta-BHC	0.00022	U	0.0137	0.0105		mg/Kg	☼	77	43 - 170	5	30
Dieldrin	0.00037	U	0.0137	0.0146		mg/Kg	☼	106	40 - 170	1	30
Endosulfan I	0.00025	U	0.0137	0.0136		mg/Kg	☼	99	38 - 170	4	30
Endosulfan II	0.00018	U	0.0137	0.0128		mg/Kg	☼	94	38 - 170	4	30
Endosulfan sulfate	0.00037	U	0.0137	0.0118	I	mg/Kg	☼	86	41 - 170	5	30
Endrin	0.00010	U	0.0137	0.0135		mg/Kg	☼	99	41 - 170	3	30
Endrin aldehyde	0.00058	U	0.0137	0.0114	I	mg/Kg	☼	84	50 - 170	3	30
Endrin ketone	0.00011	U	0.0137	0.0129	I	mg/Kg	☼	94	40 - 170	4	30
gamma-BHC (Lindane)	0.00014	U	0.0137	0.0109	I	mg/Kg	☼	80	43 - 170	2	30
Heptachlor	0.0022	I	0.0137	0.0156		mg/Kg	☼	98	44 - 170	6	30
Heptachlor epoxide	0.0070	I	0.0137	0.0222		mg/Kg	☼	111	39 - 170	5	30

Method: 8081B - Organochlorine Pesticides (GC) (Continued)

Lab Sample ID: 670-47677-B-1-D MSD **Client Sample ID: Matrix Spike Duplicate**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 111783 **Prep Batch: 111625**

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Methoxychlor	0.00064	U	0.0137	0.0141		mg/Kg	☼	103	50 - 170	3	30
trans-Chlordane	0.056	J3	0.0137	0.0742		mg/Kg	☼	136	43 - 170	18	30

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
DCB Decachlorobiphenyl	*112*		*25 - 145*
Tetrachloro-m-xylene	*79*		*35 - 135*

Method: 8151A - Herbicides (GC)

Lab Sample ID: MB 400-684892/1-A **Client Sample ID: Method Blank**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 685073 **Prep Batch: 684892**

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
2,4-D	0.0028	U	0.12	0.0028	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dalapon	0.0024	U	0.020	0.0024	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
2,4-DB	0.0032	U	0.015	0.0032	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dicamba	0.0024	U	0.060	0.0024	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dichlorprop	0.0020	U	0.13	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Dinoseb	0.0032	U	0.20	0.0032	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
MCPA	0.56	U	50	0.56	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
MCPP	1.2	U	50	1.2	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
Silvex (2,4,5-TP)	0.0020	U	0.040	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1
2,4,5-T	0.0020	U	0.040	0.0020	mg/Kg		09/18/24 08:30	09/19/24 13:25	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
2,4-Dichlorophenylacetic acid	*52*		*10 - 150*	*09/18/24 08:30*	*09/19/24 13:25*	*1*

Lab Sample ID: LCS 400-684892/2-A **Client Sample ID: Lab Control Sample**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 685073 **Prep Batch: 684892**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
2,4-D	0.167	0.0949	I	mg/Kg		57	16 - 137
Dalapon	0.167	0.0570		mg/Kg		34	10 - 142
2,4-DB	0.168	0.101		mg/Kg		60	11 - 132
Dicamba	0.167	0.0988		mg/Kg		59	19 - 138
Dichlorprop	0.165	0.0918	I	mg/Kg		56	13 - 145
Dinoseb	0.168	0.0278	I	mg/Kg		17	10 - 150
MCPA	16.6	8.99	I	mg/Kg		54	10 - 135
MCPP	16.7	9.30	I	mg/Kg		56	10 - 139
Silvex (2,4,5-TP)	0.169	0.0987		mg/Kg		59	15 - 148
2,4,5-T	0.167	0.103		mg/Kg		62	17 - 138

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*57*		*10 - 150*

Method: 8151A - Herbicides (GC) (Continued)

Lab Sample ID: 400-262398-K-1-A MS
Matrix: Solid
Analysis Batch: 685073

Client Sample ID: Matrix Spike
Prep Type: Total/NA
Prep Batch: 684892

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
2,4-D	0.0029	U	0.169	0.0866	I	mg/Kg	☼	51	10 - 150
Dalapon	0.0025	U	0.170	0.0742		mg/Kg	☼	44	10 - 126
2,4-DB	0.0033	U	0.170	0.0978		mg/Kg	☼	57	10 - 110
Dicamba	0.0025	U	0.169	0.0915		mg/Kg	☼	54	10 - 150
Dichlorprop	0.0021	U	0.168	0.0844	I	mg/Kg	☼	50	10 - 110
Dinoseb	0.0033	U	0.171	0.0600	I	mg/Kg	☼	35	10 - 110
MCPA	0.58	U	16.9	8.47	I	mg/Kg	☼	50	10 - 101
MCPP	1.3	U	17.0	8.67	I	mg/Kg	☼	51	10 - 150
Silvex (2,4,5-TP)	0.0021	U	0.171	0.0911		mg/Kg	☼	53	10 - 111
2,4,5-T	0.0021	U	0.169	0.0970		mg/Kg	☼	57	10 - 110

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*53*		*10 - 150*

Lab Sample ID: 400-262398-K-1-B MSD
Matrix: Solid
Analysis Batch: 685073

Client Sample ID: Matrix Spike Duplicate
Prep Type: Total/NA
Prep Batch: 684892

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
2,4-D	0.0029	U	0.172	0.0756	I	mg/Kg	☼	44	10 - 150	14	50
Dalapon	0.0025	U	0.172	0.0444		mg/Kg	☼	26	10 - 126	50	50
2,4-DB	0.0033	U	0.173	0.0932		mg/Kg	☼	54	10 - 110	5	50
Dicamba	0.0025	U	0.172	0.0765		mg/Kg	☼	45	10 - 150	18	50
Dichlorprop	0.0021	U	0.170	0.0732	I	mg/Kg	☼	43	10 - 110	14	50
Dinoseb	0.0033	U	0.173	0.0396	I	mg/Kg	☼	23	10 - 110	41	50
MCPA	0.58	U	17.1	7.01	I	mg/Kg	☼	41	10 - 101	19	50
MCPP	1.3	U	17.2	7.55	I	mg/Kg	☼	44	10 - 150	14	50
Silvex (2,4,5-TP)	0.0021	U	0.173	0.0786		mg/Kg	☼	45	10 - 111	15	50
2,4,5-T	0.0021	U	0.171	0.0843		mg/Kg	☼	49	10 - 110	14	50

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
2,4-Dichlorophenylacetic acid	*44*		*10 - 150*

Method: FL-PRO - Florida - Petroleum Range Organics (GC)

Lab Sample ID: MB 670-111703/1-A
Matrix: Solid
Analysis Batch: 111714

Client Sample ID: Method Blank
Prep Type: Total/NA
Prep Batch: 111703

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	21	U	42	21	mg/Kg		09/18/24 07:40	09/18/24 21:01	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*93*		*66 - 136*	*09/18/24 07:40*	*09/18/24 21:01*	*1*
C35 (Surr)	*84*		*36 - 132*	*09/18/24 07:40*	*09/18/24 21:01*	*1*

Method: FL-PRO - Florida - Petroleum Range Organics (GC) (Continued)

Lab Sample ID: LCS 670-111703/2-A **Client Sample ID: Lab Control Sample**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 111714 **Prep Batch: 111703**

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	114	93.2		mg/Kg		82	55 - 130

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
o- terphenyl (Surr)	*102*		*66 - 136*
C35 (Surr)	*54*		*36 - 132*

Lab Sample ID: 670-47787-B-11-A MS **Client Sample ID: Matrix Spike**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 111714 **Prep Batch: 111703**

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	22	U	116	99.0		mg/Kg	☼	86	55 - 125

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
o- terphenyl (Surr)	*91*		*66 - 136*
C35 (Surr)	*80*		*36 - 132*

Lab Sample ID: 670-47787-B-11-B MSD **Client Sample ID: Matrix Spike Duplicate**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 111714 **Prep Batch: 111703**

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Total Petroleum Hydrocarbons (C8-C40)	22	U	115	101		mg/Kg	☼	88	55 - 125	2	25

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
o- terphenyl (Surr)	*90*		*66 - 136*
C35 (Surr)	*77*		*36 - 132*

Lab Sample ID: MB 670-111711/1-A **Client Sample ID: Method Blank**
Matrix: Solid **Prep Type: Total/NA**
Analysis Batch: 111713 **Prep Batch: 111711**

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Total Petroleum Hydrocarbons (C8-C40)	21	U	42	21	mg/Kg		09/18/24 07:53	09/18/24 22:16	1

Surrogate	*MB %Recovery*	*MB Qualifier*	*Limits*	*Prepared*	*Analyzed*	*Dil Fac*
o- terphenyl (Surr)	*105*		*66 - 136*	*09/18/24 07:53*	*09/18/24 22:16*	*1*
C35 (Surr)	*112*		*36 - 132*	*09/18/24 07:53*	*09/18/24 22:16*	*1*

Method: FL-PRO - Florida - Petroleum Range Organics (GC) (Continued)

Lab Sample ID: LCS 670-111711/2-A
Client Sample ID: Lab Control Sample
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111713
Prep Batch: 111711

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	113	108		mg/Kg		95	55 - 130

Surrogate	*LCS %Recovery*	*LCS Qualifier*	*Limits*
o- terphenyl (Surr)	*91*		*66 - 136*
C35 (Surr)	*89*		*36 - 132*

Lab Sample ID: 670-47745-10 MS
Client Sample ID: MA-7-1
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111713
Prep Batch: 111711

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Total Petroleum Hydrocarbons (C8-C40)	200	J3	168	258	J3	mg/Kg	☼	31	55 - 125

Surrogate	*MS %Recovery*	*MS Qualifier*	*Limits*
o- terphenyl (Surr)	*80*		*66 - 136*
C35 (Surr)	*27*	*J1*	*36 - 132*

Lab Sample ID: 670-47745-10 MSD
Client Sample ID: MA-7-1
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111713
Prep Batch: 111711

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Total Petroleum Hydrocarbons (C8-C40)	200	J3	169	288	J3	mg/Kg	☼	49	55 - 125	11	25

Surrogate	*MSD %Recovery*	*MSD Qualifier*	*Limits*
o- terphenyl (Surr)	*78*		*66 - 136*
C35 (Surr)	*24*	*J1*	*36 - 132*

Method: 6020B - Metals (ICP/MS)

Lab Sample ID: MB 670-111567/3-A
Client Sample ID: Method Blank
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.035	U	0.20	0.035	mg/Kg		09/17/24 14:28	09/18/24 13:35	1
Cadmium	0.11	U	0.20	0.11	mg/Kg		09/17/24 14:28	09/18/24 13:35	1
Chromium	0.20	U	0.20	0.20	mg/Kg		09/17/24 14:28	09/18/24 13:35	1
Lead	0.016	U	0.20	0.016	mg/Kg		09/17/24 14:28	09/18/24 13:35	1

Lab Sample ID: LCS 670-111567/1-A
Client Sample ID: Lab Control Sample
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	10.0	9.50		mg/Kg		95	80 - 120

Method: 6020B - Metals (ICP/MS) (Continued)

Lab Sample ID: LCS 670-111567/1-A
Client Sample ID: Lab Control Sample
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Cadmium	10.0	9.75		mg/Kg		97	80 - 120
Chromium	10.0	8.68		mg/Kg		87	80 - 120
Lead	10.0	9.78		mg/Kg		98	80 - 120

Lab Sample ID: LCSD 670-111567/2-A
Client Sample ID: Lab Control Sample Dup
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	10.0	9.29		mg/Kg		93	80 - 120	2	20
Cadmium	10.0	9.74		mg/Kg		97	80 - 120	0	20
Chromium	10.0	8.51		mg/Kg		85	80 - 120	2	20
Lead	10.0	9.92		mg/Kg		99	80 - 120	1	20

Lab Sample ID: 670-47745-7 MS
Client Sample ID: MA-4-1
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.21	U	12.4	11.5		mg/Kg	☼	93	75 - 125
Cadmium	0.67	U	12.4	12.3		mg/Kg	☼	99	75 - 125
Chromium	1.6		12.4	13.7		mg/Kg	☼	97	75 - 125
Lead	0.86	I	12.4	13.2		mg/Kg	☼	99	75 - 125

Lab Sample ID: 670-47745-7 MSD
Client Sample ID: MA-4-1
Matrix: Solid
Prep Type: Total/NA
Analysis Batch: 111990
Prep Batch: 111567

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.21	U	12.4	11.8		mg/Kg	☼	95	75 - 125	2	20
Cadmium	0.67	U	12.4	12.3		mg/Kg	☼	99	75 - 125	1	20
Chromium	1.6		12.4	13.8		mg/Kg	☼	99	75 - 125	1	20
Lead	0.86	I	12.4	13.5		mg/Kg	☼	102	75 - 125	3	20

QC Association Summary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

GC/MS Semi VOA

Prep Batch: 685043

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	3546	
670-47745-8	MA-5-1	Total/NA	Solid	3546	
670-47745-9	MA-6-1	Total/NA	Solid	3546	
670-47745-10	MA-7-1	Total/NA	Solid	3546	
MB 400-685043/1-A	Method Blank	Total/NA	Solid	3546	
LCS 400-685043/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47740-A-7-B MS	Matrix Spike	Total/NA	Solid	3546	
670-47740-A-7-C MSD	Matrix Spike Duplicate	Total/NA	Solid	3546	

Analysis Batch: 685339

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	8270E	685043
670-47745-8	MA-5-1	Total/NA	Solid	8270E	685043
670-47745-9	MA-6-1	Total/NA	Solid	8270E	685043
670-47745-10	MA-7-1	Total/NA	Solid	8270E	685043
MB 400-685043/1-A	Method Blank	Total/NA	Solid	8270E	685043
LCS 400-685043/2-A	Lab Control Sample	Total/NA	Solid	8270E	685043
670-47740-A-7-B MS	Matrix Spike	Total/NA	Solid	8270E	685043
670-47740-A-7-C MSD	Matrix Spike Duplicate	Total/NA	Solid	8270E	685043

GC Semi VOA

Analysis Batch: 111470

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	FL-PRO	111703
670-47745-8	MA-5-1	Total/NA	Solid	FL-PRO	111703
670-47745-9	MA-6-1	Total/NA	Solid	FL-PRO	111703

Prep Batch: 111625

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	3546	
670-47745-8	MA-5-1	Total/NA	Solid	3546	
670-47745-9	MA-6-1	Total/NA	Solid	3546	
670-47745-10	MA-7-1	Total/NA	Solid	3546	
MB 670-111625/1-A	Method Blank	Total/NA	Solid	3546	
LCS 670-111625/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47677-B-1-C MS	Matrix Spike	Total/NA	Solid	3546	
670-47677-B-1-D MSD	Matrix Spike Duplicate	Total/NA	Solid	3546	

Prep Batch: 111703

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	3546	
670-47745-8	MA-5-1	Total/NA	Solid	3546	
670-47745-9	MA-6-1	Total/NA	Solid	3546	
MB 670-111703/1-A	Method Blank	Total/NA	Solid	3546	
LCS 670-111703/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47787-B-11-A MS	Matrix Spike	Total/NA	Solid	3546	
670-47787-B-11-B MSD	Matrix Spike Duplicate	Total/NA	Solid	3546	

QC Association Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

GC Semi VOA

Prep Batch: 111711

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-10	MA-7-1	Total/NA	Solid	3546	
MB 670-111711/1-A	Method Blank	Total/NA	Solid	3546	
LCS 670-111711/2-A	Lab Control Sample	Total/NA	Solid	3546	
670-47745-10 MS	MA-7-1	Total/NA	Solid	3546	
670-47745-10 MSD	MA-7-1	Total/NA	Solid	3546	

Analysis Batch: 111713

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-10	MA-7-1	Total/NA	Solid	FL-PRO	111711
MB 670-111711/1-A	Method Blank	Total/NA	Solid	FL-PRO	111711
LCS 670-111711/2-A	Lab Control Sample	Total/NA	Solid	FL-PRO	111711
670-47745-10 MS	MA-7-1	Total/NA	Solid	FL-PRO	111711
670-47745-10 MSD	MA-7-1	Total/NA	Solid	FL-PRO	111711

Analysis Batch: 111714

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 670-111703/1-A	Method Blank	Total/NA	Solid	FL-PRO	111703
LCS 670-111703/2-A	Lab Control Sample	Total/NA	Solid	FL-PRO	111703
670-47787-B-11-A MS	Matrix Spike	Total/NA	Solid	FL-PRO	111703
670-47787-B-11-B MSD	Matrix Spike Duplicate	Total/NA	Solid	FL-PRO	111703

Analysis Batch: 111783

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	8081B	111625
670-47745-8	MA-5-1	Total/NA	Solid	8081B	111625
670-47745-9	MA-6-1	Total/NA	Solid	8081B	111625
670-47745-10	MA-7-1	Total/NA	Solid	8081B	111625
MB 670-111625/1-A	Method Blank	Total/NA	Solid	8081B	111625
LCS 670-111625/2-A	Lab Control Sample	Total/NA	Solid	8081B	111625
670-47677-B-1-C MS	Matrix Spike	Total/NA	Solid	8081B	111625
670-47677-B-1-D MSD	Matrix Spike Duplicate	Total/NA	Solid	8081B	111625

Prep Batch: 684892

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	8151A	
670-47745-8	MA-5-1	Total/NA	Solid	8151A	
670-47745-9	MA-6-1	Total/NA	Solid	8151A	
670-47745-10	MA-7-1	Total/NA	Solid	8151A	
MB 400-684892/1-A	Method Blank	Total/NA	Solid	8151A	
LCS 400-684892/2-A	Lab Control Sample	Total/NA	Solid	8151A	
400-262398-K-1-A MS	Matrix Spike	Total/NA	Solid	8151A	
400-262398-K-1-B MSD	Matrix Spike Duplicate	Total/NA	Solid	8151A	

Analysis Batch: 685073

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
MB 400-684892/1-A	Method Blank	Total/NA	Solid	8151A	684892
LCS 400-684892/2-A	Lab Control Sample	Total/NA	Solid	8151A	684892
400-262398-K-1-A MS	Matrix Spike	Total/NA	Solid	8151A	684892
400-262398-K-1-B MSD	Matrix Spike Duplicate	Total/NA	Solid	8151A	684892

QC Association Summary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

GC Semi VOA

Analysis Batch: 685163

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	8151A	684892
670-47745-8	MA-5-1	Total/NA	Solid	8151A	684892
670-47745-9	MA-6-1	Total/NA	Solid	8151A	684892
670-47745-10	MA-7-1	Total/NA	Solid	8151A	684892

Metals

Prep Batch: 111567

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	3051A	
670-47745-8	MA-5-1	Total/NA	Solid	3051A	
670-47745-9	MA-6-1	Total/NA	Solid	3051A	
670-47745-10	MA-7-1	Total/NA	Solid	3051A	
MB 670-111567/3-A	Method Blank	Total/NA	Solid	3051A	
LCS 670-111567/1-A	Lab Control Sample	Total/NA	Solid	3051A	
LCSD 670-111567/2-A	Lab Control Sample Dup	Total/NA	Solid	3051A	
670-47745-7 MS	MA-4-1	Total/NA	Solid	3051A	
670-47745-7 MSD	MA-4-1	Total/NA	Solid	3051A	

Analysis Batch: 111990

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	6020B	111567
670-47745-8	MA-5-1	Total/NA	Solid	6020B	111567
670-47745-9	MA-6-1	Total/NA	Solid	6020B	111567
670-47745-10	MA-7-1	Total/NA	Solid	6020B	111567
MB 670-111567/3-A	Method Blank	Total/NA	Solid	6020B	111567
LCS 670-111567/1-A	Lab Control Sample	Total/NA	Solid	6020B	111567
LCSD 670-111567/2-A	Lab Control Sample Dup	Total/NA	Solid	6020B	111567
670-47745-7 MS	MA-4-1	Total/NA	Solid	6020B	111567
670-47745-7 MSD	MA-4-1	Total/NA	Solid	6020B	111567

General Chemistry

Analysis Batch: 111803

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-10	MA-7-1	Total/NA	Solid	Moisture	
670-47801-B-4 DU	Duplicate	Total/NA	Solid	Moisture	

Analysis Batch: 111988

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-47745-7	MA-4-1	Total/NA	Solid	Moisture	
670-47745-8	MA-5-1	Total/NA	Solid	Moisture	
670-47745-9	MA-6-1	Total/NA	Solid	Moisture	
400-262106-B-16 DU	Duplicate	Total/NA	Solid	Moisture	

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-4-1
Lab Sample ID: 670-47745-7
Date Collected: 09/16/24 12:47
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111988	RB	EET ORL	09/18/24 15:05

Client Sample ID: MA-4-1
Lab Sample ID: 670-47745-7
Date Collected: 09/16/24 12:47
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.8

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 11:57
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		1	111783	MM	EET ORL	09/18/24 15:19
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 09:52
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 23:41
Total/NA	Prep	3051A			111567	JR	EET ORL	09/17/24 14:28
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:40

Client Sample ID: MA-5-1
Lab Sample ID: 670-47745-8
Date Collected: 09/16/24 13:00
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111988	RB	EET ORL	09/18/24 15:05

Client Sample ID: MA-5-1
Lab Sample ID: 670-47745-8
Date Collected: 09/16/24 13:00
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 79.4

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 12:23
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		2	111783	MM	EET ORL	09/18/24 15:34
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 10:18
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		1	111470	JR	EET ORL	09/18/24 23:59
Total/NA	Prep	3051A			111567	JR	EET ORL	09/17/24 14:28
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:43

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MA-6-1
Lab Sample ID: 670-47745-9
Date Collected: 09/16/24 13:15
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111988	RB	EET ORL	09/18/24 15:05

Client Sample ID: MA-6-1
Lab Sample ID: 670-47745-9
Date Collected: 09/16/24 13:15
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 80.8

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		1	685339	KJA	EET PEN	09/22/24 12:50
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		5	111783	MM	EET ORL	09/18/24 15:49
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 10:44
Total/NA	Prep	3546			111703	MA	EET ORL	09/18/24 07:40
Total/NA	Analysis	FL-PRO		2	111470	JR	EET ORL	09/19/24 00:17
Total/NA	Prep	3051A			111567	JR	EET ORL	09/17/24 14:28
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:45

Client Sample ID: MA-7-1
Lab Sample ID: 670-47745-10
Date Collected: 09/17/24 09:44
Matrix: Solid
Date Received: 09/17/24 12:25

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Analysis	Moisture		1	111803	RB	EET ORL	09/18/24 10:06

Client Sample ID: MA-7-1
Lab Sample ID: 670-47745-10
Date Collected: 09/17/24 09:44
Matrix: Solid
Date Received: 09/17/24 12:25
Percent Solids: 66.9

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total/NA	Prep	3546			685043	BKL	EET PEN	09/19/24 10:09
Total/NA	Analysis	8270E		5	685339	KJA	EET PEN	09/22/24 13:16
Total/NA	Prep	3546			111625	EH	EET ORL	09/17/24 17:26
Total/NA	Analysis	8081B		5	111783	MM	EET ORL	09/18/24 16:04
Total/NA	Prep	8151A			684892	YC	EET PEN	09/19/24 08:20
Total/NA	Analysis	8151A		1	685163	KR	EET PEN	09/20/24 11:11
Total/NA	Prep	3546			111711	MA	EET ORL	09/18/24 07:53
Total/NA	Analysis	FL-PRO		2	111713	JR	EET ORL	09/18/24 23:37
Total/NA	Prep	3051A			111567	JR	EET ORL	09/17/24 14:28
Total/NA	Analysis	6020B		5	111990	EV	EET ORL	09/18/24 13:47

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

EET PEN = Eurofins Pensacola, 3355 McLemore Drive, Pensacola, FL 32514, TEL (850)474-1001

Accreditation/Certification Summary

Client: Ardaman & Associates Inc. Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Laboratory: Eurofins Orlando

Unless otherwise noted, all analytes for this laboratory were covered under each accreditation/certification below.

Authority	Program	Identification Number	Expiration Date
Florida	NELAP	E83018	06-30-25

The following analytes are included in this report, but the laboratory is not certified by the governing authority. This list may include analytes for which the agency does not offer certification.

Analysis Method	Prep Method	Matrix	Analyte
8081B	3546	Solid	cis-Chlordane
8081B	3546	Solid	trans-Chlordane
Moisture		Solid	Percent Moisture
Moisture		Solid	Percent Solids

Laboratory: Eurofins Pensacola

All accreditations/certifications held by this laboratory are listed. Not all accreditations/certifications are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Alabama	State	40150	06-30-25
ANAB	ISO/IEC 17025	L2471	02-22-26
Arkansas DEQ	State	88-00689	08-01-25
California	State	2510	06-30-25
Florida	NELAP	E81010	06-30-25
Georgia	State	E81010(FL)	06-30-25
Illinois	NELAP	200041	10-09-24
Kansas	NELAP	E-10253	10-31-24
Kentucky (UST)	State	53	06-30-25
Louisiana (All)	NELAP	30976	06-30-25
Louisiana (DW)	State	LA017	12-31-24
North Carolina (WW/SW)	State	314	12-31-24
Oklahoma	NELAP	9810	08-31-25
Pennsylvania	NELAP	68-00467	01-31-25
South Carolina	State	96026	06-30-25
Tennessee	State	TN02907	06-30-25
Texas	NELAP	T104704286	09-30-24
US Fish & Wildlife	US Federal Programs	A22340	06-30-25
USDA	US Federal Programs	FLGNV23001	01-08-26
USDA	US Federal Programs	P330-21-00056	01-09-26
Virginia	NELAP	460166	06-14-25
West Virginia DEP	State	136	03-31-25

Method Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method	Method Description	Protocol	Laboratory
8270E	Semivolatile Organic Compounds (GC/MS)	SW846	EET PEN
8081B	Organochlorine Pesticides (GC)	SW846	EET ORL
8151A	Herbicides (GC)	SW846	EET PEN
FL-PRO	Florida - Petroleum Range Organics (GC)	FL-DEP	EET ORL
6020B	Metals (ICP/MS)	SW846	EET ORL
Moisture	Percent Moisture	EPA	EET ORL
3051A	Preparation, Metals, Microwave Assisted	SW846	EET ORL
3546	Microwave Extraction	SW846	EET ORL
3546	Microwave Extraction	SW846	EET PEN
8151A	Extraction (Herbicides)	SW846	EET PEN

Protocol References:

EPA = US Environmental Protection Agency

FL-DEP = State Of Florida Department Of Environmental Protection, Florida Administrative Code.

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

EET PEN = Eurofins Pensacola, 3355 McLemore Drive, Pensacola, FL 32514, TEL (850)474-1001

Sample Summary

Client: Ardaman & Associates Inc.
Job ID: 670-47745-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
670-47745-7	MA-4-1	Solid	09/16/24 12:47	09/17/24 12:25
670-47745-8	MA-5-1	Solid	09/16/24 13:00	09/17/24 12:25
670-47745-9	MA-6-1	Solid	09/16/24 13:15	09/17/24 12:25
670-47745-10	MA-7-1	Solid	09/17/24 09:44	09/17/24 12:25

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701
Phone: 407-339-5984 Fax: 407-260-6110

Chain of Custody Record

eurofins

Client Information	Sampler: Michael Denton	Lab PM: Dylnicki, Kaitlin	Carrier Tracking No(s):	COC No: 670-22314-9443.1
Client Contact: Katie Minter	Phone:	E-Mail: kaitlin.dylnicki@et.eurofinsus.com	State of Origin:	Page: Page 1 of 1
Company: Ardaman & Associates Inc.	PWSID:			Job #:
Address: 8008 South Orange Avenue PO BOX 593003	Due Date Requested:			
City: Orlando	TAT Requested (days): 3-5 days			
State, Zip: FL, 32809	Compliance Project: Δ Yes Δ No			
Phone:	PO #: Purchase Order not required			
Email: kminter@ardaman.com	WO #: 24-6620A			
Project Name: 24-6620A Forest Lake Golf Club ESA II	Project #: 67005466			
Site: OCoee, FL	SSOW#:			

Analysis Requested

Preservation Codes: N - None

Other:

Sample Identification	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	8151A - Herbicides	8270E_AgChem - Routine OP Pest A + B Mix	8020B - Rcra 4	8081B_FL_PRO	Total Number of containers	Special Instructions/Note:
			Preservation Code:				N	N	N	N		
MA-4-1	9/16/24	12:47	G	S			✓	✓	✓	✓		
MA-5-1	9/16/24	13:00	G	S			✓	✓	✓	✓		
MA-6-1	9/16/24	13:15	G	S			✓	✓	✓	✓		
MA-7-1	9/17/24	9:44	G	S			✓	✓	✓	✓		

670-47745 Chain of Custody

Possible Hazard Identification
☐ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☐ Unknown ☐ Radiological

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months

Deliverable Requested: I, II, III, IV, Other (specify)

Special Instructions/QC Requirements:

Empty Kit Relinquished by: _____ Date: 9-13-24 Time: 11:00 Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Michael Denton	9/17/24 12:25	Ardaman		9/17/24 1225	
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company

Custody Seals Intact: Δ Yes Δ No

Custody Seal No.:

Cooler Temperature(s) °C and Other Remarks: 1.8 11.8

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701
Phone: 407-339-5984 Fax: 407-260-6110

Chain of Custody Record

eurofins

Client Information (Sub Contract Lab)	Sampler:	Lab PM: Dylnicki, Kaitlin	Carrier Tracking No(s):	COC No: 670-36349.1
Client Contact: Shipping/Receiving	Phone:	E-Mail: kaitlin.dylnicki@et.eurofinsus.com	State of Origin: Florida	Page: Page 1 of 1
Company: Eurofins Environment Testing Southeast L		Accreditations Required (See note): NELAP - Florida		Job #: 670-47745-1
Address: 3355 McLemore Drive, ,	Due Date Requested: 9/25/2024			Preservation Codes: -
City: Pensacola	TAT Requested (days):			
State, Zip: FL, 32514				
Phone: 850-474-1001(Tel) 850-478-2671(Fax)	PO #:			
Email:	WO #:			
Project Name: 24-6620A Forest Lake Golf Club ESA II	Project #: 67005466			
Site:	SSOW#:			Other:

Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	8151A/8151A_SP Herbicides	8270E_AgChem/3546 Routine OP Pest A + B Mix	Total Number of containers	Special Instructions/Note:
			Preservation Code:		X	X			X	
MA-4-1 (670-47745-7)	9/16/24	12:47 Eastern	G	Solid			X	X	2	
MA-5-1 (670-47745-8)	9/16/24	13:00 Eastern	G	Solid			X	X	2	
MA-6-1 (670-47745-9)	9/16/24	13:15 Eastern	G	Solid			X	X	2	
MA-7-1 (670-47745-10)	9/17/24	09:44 Eastern	G	Solid			X	X	2	

Note: Since laboratory accreditations are subject to change, Eurofins Environment Testing Southeast, LLC places the ownership of method, analyte & accreditation compliance upon our subcontract laboratories. This sample shipment is forwarded under chain-of-custody. If the laboratory does not currently maintain accreditation in the State of Origin listed above for analysis/tests/matrix being analyzed, the samples must be shipped back to the Eurofins Environment Testing Southeast, LLC laboratory or other instructions will be provided. Any changes to accreditation status should be brought to Eurofins Environment Testing Southeast, LLC attention immediately. If all requested accreditations are current to date, return the signed Chain of Custody attesting to said compliance to Eurofins Environment Testing Southeast, LLC.

Possible Hazard Identification	*Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)*
Unconfirmed	☐ *Return To Client* ☐ *Disposal By Lab* ☐ *Archive For* _____ *Months*
Deliverable Requested: I, II, III, IV, Other (specify) Primary Deliverable Rank: 2	Special Instructions/QC Requirements:

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
[signature]	9.17.24 1700	E.ORL			
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by: [signature]	Date/Time: 9/18/24 9:45	Company

Custody Seals Intact: Δ Yes Δ No	Custody Seal No.:	Cooler Temperature(s) °C and Other Remarks: 2.5 [signature] N/A

[signature] 5.3°C

Ver: 05/06/2024

eurofins | Environment Testing

ANALYTICAL REPORT

PREPARED FOR

Attn: Katie Minter
Ardaman & Associates Inc.
8008 South Orange Avenue
PO BOX 593003
Orlando, Florida 32809

Generated 10/14/2024 2:13:27 PM

JOB DESCRIPTION

24-6620A Forest Lake Golf Club ESA II

JOB NUMBER

670-49207-1

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs FL 32701

See page two for job notes and contact information.

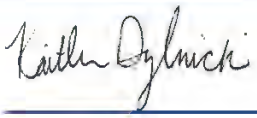
Eurofins Orlando

Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing Southeast, LLC Project Manager.

Authorization



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Authorized for release by
Kaitlin Dylnicki, Project Manager
kaitlin.dylnicki@et.eurofinsus.com
(407)339-5984

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Definitions/Glossary

Client: Ardaman & Associates Inc. Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Qualifiers

Metals

Qualifier	Qualifier Description
U	Indicates that the compound was analyzed for but not detected.

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
☼	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

Job ID: 670-49207-1 Eurofins Orlando

Job Narrative
670-49207-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers and/or narrative comments are included to explain any exceptions, if applicable.

- Matrix QC may not be reported if insufficient sample is provided or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

Receipt
The sample was received on 10/8/2024 3:39 PM. Unless otherwise noted below, the sample arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 0.8°C.

Metals
No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Detection Summary

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MW-1
Lab Sample ID: 670-49207-1

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Arsenic	0.0090		0.0040	0.00039	mg/L	1		6020B	Total Recoverable

This Detection Summary does not include radiochemical test results.

Client Sample Results

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MW-1
Lab Sample ID: 670-49207-1
Date Collected: 10/08/24 14:58
Matrix: Water
Date Received: 10/08/24 15:39

Method: SW846 6020B - Metals (ICP/MS) - Total Recoverable

Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.0090		0.0040	0.00039	mg/L		10/09/24 08:07	10/11/24 13:18	1

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method: 6020B - Metals (ICP/MS)

Lab Sample ID: MB 670-115459/3-A
Client Sample ID: Method Blank
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 115851
Prep Batch: 115459

Analyte	MB Result	MB Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.00035	U	0.0036	0.00035	mg/L		10/09/24 08:07	10/11/24 13:13	1

Lab Sample ID: LCS 670-115459/1-A
Client Sample ID: Lab Control Sample
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 115851
Prep Batch: 115459

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.100	0.102		mg/L		102	80 - 120

Lab Sample ID: LCSD 670-115459/2-A
Client Sample ID: Lab Control Sample Dup
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 115851
Prep Batch: 115459

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.100	0.101		mg/L		101	80 - 120	1	20

Lab Sample ID: 670-49207-1 MS
Client Sample ID: MW-1
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 115851
Prep Batch: 115459

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	D	%Rec	%Rec Limits
Arsenic	0.0090		0.111	0.121		mg/L		101	75 - 125

Lab Sample ID: 670-49207-1 MSD
Client Sample ID: MW-1
Matrix: Water
Prep Type: Total Recoverable
Analysis Batch: 115851
Prep Batch: 115459

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	D	%Rec	%Rec Limits	RPD	RPD Limit
Arsenic	0.0090		0.111	0.121		mg/L		101	75 - 125	0	20

QC Association Summary

Client: Ardaman & Associates Inc. Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Metals

Prep Batch: 115459

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-49207-1	MW-1	Total Recoverable	Water	3005A	
MB 670-115459/3-A	Method Blank	Total Recoverable	Water	3005A	
LCS 670-115459/1-A	Lab Control Sample	Total Recoverable	Water	3005A	
LCSD 670-115459/2-A	Lab Control Sample Dup	Total Recoverable	Water	3005A	
670-49207-1 MS	MW-1	Total Recoverable	Water	3005A	
670-49207-1 MSD	MW-1	Total Recoverable	Water	3005A	

Analysis Batch: 115851

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
670-49207-1	MW-1	Total Recoverable	Water	6020B	115459
MB 670-115459/3-A	Method Blank	Total Recoverable	Water	6020B	115459
LCS 670-115459/1-A	Lab Control Sample	Total Recoverable	Water	6020B	115459
LCSD 670-115459/2-A	Lab Control Sample Dup	Total Recoverable	Water	6020B	115459
670-49207-1 MS	MW-1	Total Recoverable	Water	6020B	115459
670-49207-1 MSD	MW-1	Total Recoverable	Water	6020B	115459

Lab Chronicle

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Client Sample ID: MW-1
Lab Sample ID: 670-49207-1
Date Collected: 10/08/24 14:58
Matrix: Water
Date Received: 10/08/24 15:39

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
Total Recoverable	Prep	3005A			115459	DP	EET ORL	10/09/24 08:07
Total Recoverable	Analysis	6020B		1	115851	EV	EET ORL	10/11/24 13:18

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

Accreditation/Certification Summary

Client: Ardaman & Associates Inc. Job ID: 670-49207-1

Project/Site: 24-6620A Forest Lake Golf Club ESA II

Laboratory: Eurofins Orlando

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Florida	NELAP	E83018	06-30-25

Method Summary

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Method	Method Description	Protocol	Laboratory
6020B	Metals (ICP/MS)	SW846	EET ORL
3005A	Preparation, Total Recoverable or Dissolved Metals	SW846	EET ORL

Protocol References:

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

Laboratory References:

EET ORL = Eurofins Orlando, 481 Newburyport Avenue, Altamonte Springs, FL 32701, TEL (407)339-5984

Sample Summary

Client: Ardaman & Associates Inc.
Job ID: 670-49207-1
Project/Site: 24-6620A Forest Lake Golf Club ESA II

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
670-49207-1	MW-1	Water	10/08/24 14:58	10/08/24 15:39

Eurofins Orlando
481 Newburyport Avenue
Altamonte Springs, FL 32701
Phone (407) 339-5984 Phone (407) 260-6110

Chain of Custody Record

eurofins

Client Information	Sampler: Michael Dexter	Lab PM: Dylnicki, Kaitlin	Carrier Tracking No(s):	COC No:
Client Contact:	Phone: 407-664-7983	E-Mail: kaitlin.dylnicki@et.eurofinsus.com	State of Origin: FL	Page: Page 1 of 1
Company: Ardaman & Associates Inc.	PWSID:			Job #:

Address: 8008 South Orange Avenue PO BOX 593003	Due Date Requested:	Analysis Requested
City: Orlando	TAT Requested (days): Expedited. 2-3 days	
State, Zip: FL, 32809	Compliance Project: Δ Yes Δ No	
Phone:	PO #: Purchase Order not required	
Email: CStephens@Ardaman.com	WO #:	
Project Name: Forest Lake Golf Club	Project #:	
Site: Forest Lake Golf Club, Apopka, FL	SSOW#:	

Preservation Codes:
A - HCL, B - NaOH, C - Zn Acetate, D - Nitric Acid, E - NaHSO4, F - MeOH, G - Amchlor, H - Ascorbic Acid, I - Ice, J - DI Water, K - EDTA, L - EDA, M - Hexane, N - None, O - AsNaO2, P - Na2O4S, Q - Na2SO3, R - Na2S2O3, S - H2SO4, T - TSP Dodecahydrate, U - Acetone, V - MCAA, W - pH 4-5, Y - Trizma, Z - other (specify)
Other:

Sample Identification	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (Water, Solid, Oil/waste, BT=Tissue, Air)	Field Filtered Sample (Yes or No)	MS/MSD (Yes or No)	6020B - Arsenic	Total Number of containers	Special Instructions/Note:
			Preservation Code:		N	N			
MW-1	10/8/24	14:58	G	W			✓	1	HNO3 + ICE

Possible Hazard Identification
☐ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☐ Unknown ☐ Radiological

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months

Deliverable Requested: I, II, III, IV, Other (specify)

Special Instructions/QC Requirements:

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:

Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Michael Dexter	10/8/24 15:39	Ardaman		10/9 1539	
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company

Custody Seals Intact: Δ Yes Δ No	Custody Seal No.:	Cooler Temperature(s) °C and Other Remarks: 0.8 / 0.8

Login Sample Receipt Checklist

Client: Ardaman & Associates Inc.

Job Number: 670-49207-1

Login Number: 49207

List Source: Eurofins Orlando

List Number: 1

Creator: Santiago, Edwin

Question	Answer	Comment
Radioactivity wasn't checked or is </= background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is <6mm (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 10

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Request for Selection of Interim Operator for Forest Lake Golf Course (May 1 – Nov. 2, 2025), located at 10521 Clarcona Ocoee Road. (Assistant City Manager Rumer)

Background Summary:

In the event the City Commission approves the Seventh Amendment to Ground Lease Agreement with Forest Lake Golf Course, the City will need an Interim Operator of Forest Lake Golf Course until a permanent replacement operator is chosen via the Request for Proposals ("RFP") process. The current tenant at Forest Lake Golf Course will continue operating all aspects of the club and facilities until the close of business on April 30, 2025. The new permanent operator is anticipated to take over operations at Forest Lake Golf Course on November 3, 2025. Therefore, the City is in need of an Interim Operator of Forest Lake Golf Course from May 1, 2025, to November 2, 2025.

The City has received proposals from three qualified local vendors to take over the Golf Course's interim operations from May 1, 2025, to November 2, 2025. The City has obtained all submittals in the same format, to allow the Commission to easily compare the proposals on an "apples to apples" basis.

Issue:

Which, if any, Interim Operator would the Mayor and Commission like to choose to operate the Forest Lake Golf Course from May 1, 2025, to November 3, 2025?

Recommendations:

City staff and consultants are available to address any questions the Mayor or Commissioners may have regarding the submittals.

Attachments:

1. Forest Lake Golf Six Months Revenue for Interim Operator Camparison
2. Tamarack Golf Management LLC - Interim Operator Fee Proposal
3. Down To Earth - Interim Operator Fee Proposal
4. Hampton Golf - Interim Operator Fee Proposal

Financial Impacts:

Any Carrying Costs associated with the Interim Operator will be funded by allocations in the mid-year budget amendment.

Type of Item: Regular

Forest Lake Golf Club Interim Operator Fee Proposal

Actual Revenue	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024
Pro Shop	**$14,993**	**$18,786**	**$12,392**	**$12,540**	**$10,407**	**$11,118**
Greens Fees	**$240,314**	**$217,314**	**$176,989**	**$174,553**	**$162,879**	**$152,057**
Range	**$17,918**	**$15,318**	**$11,958**	**$12,740**	**$11,817**	**$12,095**
Food & Beverage	**$53,565**	**$49,115**	**$44,942**	**$42,113**	**$36,330**	**$33,651**
Total Revenue	**$326,790**	**$300,533**	**$246,281**	**$241,946**	**$221,433**	**$208,921**
Total Rounds	**5,777**	**5,181**	**4,588**	**4,450**	**4,025**	**3,885**

City of Ocoee has provided the 2024 actual revenue figures as a reference for your proposal.
This is anticipated to be a six month (May 1 to November 1) management agreement, with potential to extend by a few months, if necessary.
Proposed monthly fee will apply regardless of duration.
Proposer is to provide a **fee** that is made up of any of the following:

- Flat monthly fee as a percentage of total revenue
- Lump sum dollar amount fee per month
- Some combination of both (for example: this could be a base fee with revenue share options)
    - If this option is chosen, the formula must be very clear, straightforward and unambiguous.

Anything other than the options provided above will be considered non-responsive. The City requires full transparency related to all revenue, expenses (including interim operator fee) and monthly net profit.

Proposer: **Tamarack Golf Management, LLC**

Fee Proposal:

Flat monthly fee as a percentage of gross revenue 50% profit sharing split between Tamarack & the City

Lump sum dollar fee amount per month $12,500 GIVEN TO the City

If a combination concept is proposed, it must be explained in 30 words or less in **bullet format**.

- Tamarack will assume all financial commitments
    - Start up costs and day-to-day operational costs
- Tamarack will establish vendor accounts and relationships
- No City employees are required to be on-site daily

Differentiation narrative:

Proposer has the opportunity to articulate a differentiation message in **30 words or less**.

Tamarack will ensure that the City is as prosperous as possible and share the success. We are confident we will produce, at minimum, the profit listed in the chart provided.

By submitting this proposal, proposer agrees to assume the existing golf cart lease and hire employees as required.

Proposer: SSS Down To Earth OPCO LLC

Fee Proposal:

Flat monthly fee as a percentage of gross revenue _____

Lump sum dollar fee amount per month _____

If a combination concept is proposed, it must be explained in 30 words or less in **bullet format**.

- $5000 per month management fee
- Profit share based on 30% of monthly net profits, capped at a maximum of $4000 per month.
- Maximum monthly payment - management fees and profit share is $9000.

Differentiation narrative:

Proposer has the opportunity to articulate a differentiation message in **30 words or less**.

The Down To Earth Difference

- Depth of experienced personnel
- Buying power: we manage or provide maintenance services to over 20 Central Florida golf courses
- We have Landscape and Irrigation Divisions supporting Golf Management

Proposer: FLGC GOLF HOLDINGS, LLC – HAMPTON GOLF
Attention: Travis Norman, Executive Vice President of Hampton Golf
(Proposer shall be a special purpose entity created and organized upon selection as "interim operator" by the City of Ocoee)

Fee Proposal:

Flat monthly fee as a percentage of gross revenue	N/A
Lump sum dollar fee amount per month	$5,000 PER MONTH MANAGEMENT FEE WHICH INCLUDES ALL MANAGEMENT SERVICES FOR THE GOLF COURSE, RESTAURANT, AND OTHER RELATED FACILITIES, INCLUDING WITHOUT LIMITATION, MARKETING, ACCOUNTING, MAINTENANCE, AND HUMAN RESOURCES. THIS IS AN ALL-INCLUSIVE MANAGEMENT FEE PROPOSAL, OF WHICH WILL PREVENT THE CITY OF OCOEE FROM BEING CHARGED FOR A LA CARTE SERVICES AND OTHER MISCELLANEOUS FEES. ALL TRANSITION SERVICES AND OTHER WORK REQUIRED OF PROPOSER PRIOR TO MAY 1, 2025, SHALL BE PERFORMED BY PROPOSER AT NO CHARGE TO THE CITY OF OCOEE.

If a combination concept is proposed, it must be explained in 30 words or less in bullet format.

50% OF THE MANAGEMENT FEE SHALL ONLY BE DUE AND PAYABLE TO PROPOSER IF PROPOSER OUTPERFORMED THE PROJECTIONS AND EXPECTATIONS OF THE OPERATING BUDGET, AS APPROVED BY THE CITY OF OCOEE. ALL PROFITS WILL BE THE SOLE PROPERTY OF THE CITY OF OCOEE (E.G., NO PROFIT SHARE).

Differentiation narrative:

Proposer has the opportunity to articulate a differentiation message in **30 words or less**.

PROPOSER HAS PARTNERED WITH HAMPTON GOLF TO MANAGE AND OPERATE THE GOLF CLUB, AND PERFORM ALL RELATED SERVICES, WHICH PROVIDES A MORE COST-EFFECTIVE AND EFFICIENT MANAGEMENT PROPOSAL TO THE CITY.

By submitting this proposal, proposer agrees to assume the existing golf cart lease and hire employees as required.

PROPOSER HEREBY AGREES TO ASSUME THE EXISTING GOLF CART LEASE AND HIRE ALL EMPLOYEES CURRENTLY EMPLOYED AT FOREST LAKE GOLF CLUB AS OF THE DATE OF THIS PROPOSAL. TO ENSURE AN EFFICIENT AND SMOOTH TRANSITION FROM THE CURRENT TENANT OCCURS, INCLUDING THE ASSUMPTION OF SAID GOLF CART LEASE AND THE ONBOARDING OF EMPLOYEES, PROPOSER WILL ASSIGN A MEMBER OF ITS EXECUTIVE TEAM TO BE ON PROPERTY WITHIN 48 HOURS OF PROPOSER BEING SELECTED AS INTERIM OPERATOR BY THE CITY OF OCOEE.

STAFF REPORT

Meeting Date: April 1, 2025
Item #: 11

Contact Name: Douglas Gaines
Contact Number: Ext. 1503

Department Director: Mark Johnson
City Manager: Craig Shadrix

Subject: Discussion and Direction Regarding the 2025 Neighborhood Matching Grant Program. (Parks and Leisure Services Deputy Director Gaines)

Background Summary:

The City of Ocoee has appropriated $28,000 for the Neighborhood Matching Grants this fiscal year. The application is located on the City's website. The original due date was March 14, 2025. A press release was distributed, and the information was also posted on the City's website, Facebook page, and via a flyer in the City Hall lobby. Additionally, an article covering this information was published in the Orange Observer. Staff initially received only two (2) applications; therefore, staff extended the deadline by two weeks, to March 28, 2025. Staff then issued a second press release, sent an email directly to all the City's HOAs, and posted an additional update on the City's Facebook page. Despite these efforts, staff has not received any additional applications, which is highly unusual as this program typically brings in a minimum of ten (10). As a result, staff has extended the deadline again, to April 7, 2025, and asked the Mayor and Commissioners to contact HOAs in their districts to gauge interest. Currently, staff has two (2) complete applications and one pending submission. Additionally, staff was contacted by an HOA recipient who received funding last fiscal year and expressed interest in applying during this program cycle after being contacted by their District Commissioner.

At the October 15, 2019, City Commission Meeting, the implementation of the criteria for administering neighborhood grants was approved. That criteria included the following clause: "regardless if the neighborhood has an HOA or not, subdivisions may only apply for grant funds every other year". Given the low number of applications received this year, staff is asking the City Commission to discuss accepting applications from last year's recipients, for this year only.

Issue:

Should the Honorable Mayor and City Commissioners authorize staff to accept applications from last year's recipients, for this year only?

Recommendations:

Staff would like the Honorable Mayor and City Commissioners to discuss accepting applications from last year's recipients, for this year only.

Attachments:

1. 10-15-2019 Staff Report
2. 10-15-2019 Minutes

Financial Impacts:
There is $28,000 budgeted for this program for this fiscal year.

Type of Item: Regular

ocoee
florida

AGENDA ITEM COVER SHEET

Meeting Date: 10/15/2019

Item # 11

Contact Name:	Joy Wright, Community Relations Manager	*Reviewed By:* Department Director:	Craig Shadrix, ACM
Contact Number:	407-905-3100	City Manager:	Robert Frank

Subject: Request for authorization to proceed with implementation of criteria for administration of a neighborhood small grants program

Background Summary:

The City of Ocoee City Commission appropriated $12,000 into the 2019-2020 budget for a small neighborhood matching grants program for assistance to neighborhoods seeking to make improvements. Considerable discussion occurred during the budget workshops amongst the City Commission resulting in staff being directed to bring back criteria, or guidelines consistent with Commission direction. Under a similar program administered by the City in the past, the maximum award was $2000 and it was a reimbursement-based program.

Staff has met internally and has the following recommendations for the programming of this grant:

1) Revamp the former Most Valuable Partnership Awards program to be a Neighborhood Matching Grants Program only. The title of the grant should be changed to read "Ocoee's Neighborhood Matching Grants Program". Projects with higher dollar/in kind matches will be scored higher.
2) The purpose, who is eligible, eligible projects, and the application process should be updated to include the following key elements:
   a. The grant program and application should be updated to address both HOAs and neighborhoods without an HOA. For example, the number of participants and how a match is provided by a non-HOA neighborhood may be different than the requirements for an HOA neighborhood.
   b. If a neighborhood seeks to submit a grant, a representative from the City (Development Services and/or Support Services) may assist the neighborhood upon request in preparing the grant.
   c. For neighborhoods without an HOA, the City (Development Services Department and/or Support Services) may, upon request, provide organizational support. This may include such tasks as coordinating a neighborhood meeting or purchasing support.
3) Regardless if the neighborhood has an HOA or not, subdivisions may only apply for grant funds every other year.

The grant program should also be revised to include category types for which funds may be applied for. For example:

1) Entry Beautification & Identification
2) Open Space and Common Area Enhancements
3) Security and Safety improvements

Staff requests that the commission authorize implementation of this Neighborhood Matching Grants program per the guidelines above with completion and update of information and forms to allow the grant program to be advertised in January 2020.

Issue:
Should the Mayor and Commission direct staff to proceed with implementation of a Neighborhood Matching Grants program consistent with the guidelines above and commencing in January 2020?

Recommendations:
Motion for Mayor and City Commission to direct staff to proceed with implementation of this Neighborhood Matching Grants program per the guidelines above and commencing in January 2020.

Attachments:

Financial Impact:
The City Commission has already included $12,000 in the adopted fiscal year 2019/2020 budget.

Type of Item: *(please mark with an "x")*

_____ Public Hearing
_____ Ordinance First Reading
_____ Ordinance Second Reading
_____ Resolution
__X__ Commission Approval
_____ Discussion & Direction

For Clerk's Dept Use:
_____ Consent Agenda
_____ Public Hearing
__X__ Regular Agenda

_____ Original Document/Contract Attached for Execution by City Clerk
_____ Original Document/Contract Held by Department for Execution

Reviewed by City Attorney _____ ____ N/A
Reviewed by Finance Dept. _____ ____ N/A
Reviewed by () _____ ____ N/A

MINUTES
REGULAR CITY COMMISSION MEETING
OCTOBER 15, 2019

CALL TO ORDER - 6:15 PM

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Bishop Steven Grudzinski** followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **City Clerk Sibbitt** called the roll and declared a quorum present.
Present: Commissioner Brinson, Commissioner Wilsen, Mayor Johnson, Commissioner Firstner, Commissioner Oliver
Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

PRESENTATIONS AND PROCLAMATIONS - 6:17 PM

Proclamations for October & November 2019 (Mayor Johnson)

- **Community Planning Month ~ October,** read by Commissioner Firstner and proclaimed by **Mayor Johnson** and accepted by Development Services Director Rumer and Deputy Development Services Director/CRA Administrator Corless.
- **Week of the Family ~ November 2-9,** read by Commissioner Wilsen and proclaimed by **Mayor Johnson** and accepted by the Grudzinski Family, Alfred Family, Claiborne Family, and Victoria Laney.

COMMENTS FROM CITIZENS/PUBLIC - None

STAFF REPORTS AND AGENDA REVIEW - None

COMMISSIONERS ANNOUNCEMENTS - 6:24 PM

Commissioner Brinson – None

Commissioner Wilsen – None

Commissioner Firstner – None

Commissioner Oliver – None

Mayor Johnson – **1)** Announced the West Oaks Mall is hosting Mall-O-Ween on Thursday, October 31st, from 4:00 PM – 6:00 PM. This is a free, safe, and fun event for the kids to interact with the Ocoee Police Department. There will also be Trick-or-Treating at participating retailers. **2)** Announced this Friday and Saturday, October 18th and 19th is the last weekend to enjoy the City of Ocoee's Annual Haunted House located at 951 Ocoee Apopka Road. Admission is $5.00. Also, with Thanksgiving just around the corner, attendees are encouraged to bring "treats" in the form of non-perishable food items. The "treats" will be donated to the West Orange Christian Service Center. **3)** Announced the Annual Ocoee Founders' Day Golf Tournament will be held this Friday, October 18th hosted at the Forest Lake Golf Club in Ocoee. Additional Founders' Day activities are also scheduled for Saturday, October 26th which include the Poker Tourney, Chick-fil-A 5K Run, Classic Car Show, and Fishing Tourney. Times and locations for these events can be found on ocoeefoundersfestival.org.

CONSENT AGENDA - 6:25 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #3 - #5, with Items #1 and #2 being pulled for discussion and separate consideration.

Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

1. **Approval of the Minutes for the Tentative Budget Hearing and Special Session held on September 11, 2019, Final Budget Hearing Held on September 25, 2019 and the Regular City Commission Meeting held October 1, 2019. (City Clerk Sibbitt)**

Commissioner Oliver announced he pulled this item to put on the record that he cannot approve the budget minutes when there were no funds earmarked for an external audit of the City.

Motion: Move to approve Consent Agenda Item #1; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-1 with Commissioner Oliver opposing.

2. **Approval of New Appointments to the Parks & Recreation Advisory Board. (City Clerk Sibbitt)**

Members of the Parks & Recreation Advisory Board serve two-year terms. The Ordinance provides that the Parks & Recreation Advisory Board shall consist of nine (9) members; and, whenever possible, appointments to the Board may include a member from one of the independent youth league organizations affiliated with the City of Ocoee Parks and Recreation Department. Currently the board has five (5) members. Two (2) applications have been received by Jason Carroll and Michelle Bergstein-Fontanez whom have shown an interest in being appointed to the Parks & Recreation Advisory Board for a term ending October 2021.

This item was pulled and not heard for consideration.

***NOTE: Mayor Johnson** brought Item #2 back before the City Commission for the appointment of Jason Carroll onto the Parks and Recreation Advisory Board, after Item #9.

3. **Approval of New Appointment to the Community Redevelopment Agency Board (CRA). (Deputy Development Services Director/CRA Administrator Corless)**

As authorized by Ordinance 2006-007 and Section 163.357(1)(c), Florida Statutes and as provided by the interlocal agreement with Orange County, the governing board of the CRA shall consist of the five members of the City Commission plus two individuals appointed by the City Commission. One of the appointed members shall be nominated by Orange County and appointed by the City Commission. The term of office of the appointed members shall be for four (4) years. Todd Duncan, who is the appointed City nominated Board Member, resigned from the appointment in August of 2019. The CRA has received an application from Mark Marsh, President, Orlando Health, Health Central Hospital.

Approved on Consent. Motion carried 5-0.

4. Approval of the Arden Park North Phase 4 Plat. (Development Engineer Womack)

The subject property is located immediately east of Ingram Road between the Ingram Trails Subdivision and the Brynmar Subdivision. The total area of the parcel amounts to approximately 173.1 acres. This plat is required in order to create the 210 lots for the residential subdivision, associated street right-of-way and tracts for open space, recreation, and retention facilities. The plat also includes easements for emergency vehicle access, reclaim water lines, drainage, the stormwater retention pond, and easements for other public utilities. In total, Phase 4 of the Arden Park Subdivision will take up 62.87 acers of the remaining 173.1 acers covered in the Arden Park PUD. This plat also dedicates right-of-way to the City for North Clarke Road. This right-of-way will allow North Clarke Road to be completed between Clarcona Ocoee and W. McCormick Road. The Arden Park Phase 4 subdivision is platting prior to receiving a Certificate of Completion; therefore, the developer is required to provide a Surety covering the outstanding proposed improvements as approved in the Preliminary/Final Subdivision Plans for Arden Park North Phase 4A and 4B. The Developer, Lennar Homes, LLC has provided the City with a Letter of Credit in the amount of $8,968,833.67.

Approved on Consent. Motion carried 5-0.

5. Approval of Proposed Text for the State Historic Marker Recognizing the Events of November 1920. (Support Services Director Butler)

In August, the city submitted an application for a State of Florida historic marker to officially recognize and memorialize the tragic election-day related events of November 1920, when the local African-American population was forcibly driven out, with multiple deaths occurring, at the hands of an armed mob numbering more than 100 white citizens. The application included marker language developed in concert with the City's Human Relations Diversity Board (HRDB) and approved by the City Commission. The proposal was to use the same text on both sides of the marker. During the application review process, the coordinator of the State historic marker program, Mr. Michael Hart, contacted staff to recommend that the text be modified to provide different language on each side of the marker in order to provide additional details. He also encouraged the City to add language describing what happened in Ocoee since 1920. During the course of this discussion, it was determined that the best approach would be to use each side to address separate aspects of the events. Draft wording was subsequently developed by staff and reviewed with the HRDB at its October 3rd meeting. One side focuses on the events occurring on election day, November 2, 1920, which ends with the lynching of Julius Perry in Orlando. The other side describes the events related to the murder and eviction of the community's African-American population over the following days. This side also includes information regarding the present diversity of the City's population and steps taken by the City to deal with and move beyond its tragic past.

Approved on Consent. Motion carried 5-0.

PUBLIC HEARING - 6:30 PM

6. Request for Variance – Jassani/Hyder Property, 401 Calliope Court; Project No: VR-19-03. *(Advertised in the West Orange Times on Thursday, October 3, 2019)* **(Zoning Manager Gajadhar)**

The subject property is Lot 98 of the Windsor Landing Subdivision, which is within the City of Ocoee Single-Family Dwelling (R-1AA) zoning. The Parcel Identification Number is 32-22-28-9285-00-980. This property is part of Phase 2 of the Windsor Landing Subdivision, which consists of 214 single family homes. It was approved for construction by the City in February 2000. No special conditions and circumstances exist which are peculiar to the land or existing structure. The applicants, Salima Jassani and Ghulam Hyder, are requesting approval for a maximum allowed impervious coverage area variance from 50% to 54.8% for a 884 square foot screen enclosed patio with brick pavers. Impervious surface coverage is referred to as the percentage of the lot land area that is covered with impervious materials such as buildings, swimming pool decks, decks, patios, driveways, etc.

Zoning Manager Gajadhar presented a brief PowerPoint on this variance request. He explained that an impervious surface area is an area such as pavement, or a driveway, that does not allow water drainage into the soil. The subject property is Lot 98 of the Windsor Landing Subdivision, which is within the City of Ocoee Single-Family Dwelling (R-1AA) zoning. The Parcel Identification Number is 32-22-28-9285-00-980. This property is part of Phase 2 of the Windsor Landing Subdivision, which consists of 214 single-family homes. No special conditions and circumstances exist which are peculiar to the land, or existing structure, as indicated on the aerial and location map. He explained a lot of the surrounding homes have pools, and the City does not consider a swimming pool as impervious; however, pool decks are considered impervious. Adjacent to the left of this property is an open space, which is an impervious surface area. The applicants, Salima Jassani and Ghulam Hyder, are requesting approval for a maximum allowed impervious coverage area variance from 50% to 54.8% for an 884 square foot screen enclosed patio with brick pavers. He stated the Planning and Zoning Commission voted 4-1 to approve the variance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Commissioner Wilsen asked why a pool is not considered an impervious surface. **Development Services Director Rumer** explained the pool water area is not calculated in the impervious area because the potential for overflow is minimal; however, the pool deck surface is considered an impervious area.

Commissioner Brinson inquired about the drainage that will be required. **Zoning Manager Gajadhar** answered the required drainage will be per engineering standards. **Development Services Director Rumer** further explained the drainage on the lot drains from back to front and indicated where the water runoff goes per the drainage plan.

Commissioner Wilsen said it is her assumption that the HOA already approved this. **Development Services Director Rumer** explained the City's permitting process does not require HOA approval; however, the Building Permit does state the applicant should seek HOA approval.

Commissioner Oliver inquired if the HOA does not approve, would that be an issue with the City, or rather an issue between the homeowner and the HOA; to which **Development Services Director Rumer** answered it would be between the homeowner and the HOA.

Salima Jassani, *Applicant, 401 Calliope Street, Ocoee,* explained they hired an engineering company that will install a drainage system. She said they are the only home on the street without a pool or lanai. She explained that the extra square footage is necessary because they want the lanai to start at one end of the home and end where the current patio ends for cohesiveness.

Motion: Move to approve the variance for Jassani/Hyder Property – 401Calliope Court, Project No: VR-19-03; Moved by Commissioner Firstner, seconded by Commissioner Brinson; Motion carried unanimously.

7. **Request for Variance – Sakala Property/Ladybird Academy, 2060 West Road; Project No: VR-19-04.** *(Advertised in the West Orange Times on Thursday, October 3, 2019)* **(Zoning Manager Gajadhar)**

The subject property is located at 2060 West Road. The applicant is requesting approval for a maximum wall sign height variance from 3.5 feet to 5.2 feet for a wall sign intended to be placed on the building above the entryway of the Ladybird Academy. The building on the property is approximately 13,361 square feet in size. The proposed wall sign is 1.7 feet above the allowed maximum height for a commercial building up to 25,000 square feet in size. The Ocoee LDC Article 6-14, Subsection C5 states that a commercial building up to 25,000 square feet must have a maximum sign area of 75 square feet and a maximum height of 3.5 square feet. This proposed wall sign is 1.7 feet above the allowed maximum height for a commercial building up to 25,000 square feet in size.

Zoning Manager Gajadhar presented a brief PowerPoint on this variance request, which is for Ladybird Academy located at 2060 West Road. The applicant is requesting approval for a maximum wall sign height variance from 3.5 feet to 5.2 feet for a wall sign intended to be placed on the building above the entryway of the Ladybird Academy. The building on the property is approximately 13,361 square feet in size. He explained the right-of-way in front of the building is quite larger than the adjacent neighbors. The proposed wall sign is 1.7 feet above the allowed maximum height for a commercial building up to 25,000 square feet in size. The Ocoee LDC Article 6-14 Subsection C5 states that a commercial building up to 25,000 square feet must have a maximum sign area of 75 square feet and a maximum height of 3.5 square feet. He announced the Planning and Zoning Commission unanimously approved this variance and stated the applicant is present.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Derek Sakala, *Applicant, 118 Osprey Hammock Trail, Sanford*, thanked the board for listening to their request, and they are excited to be a part of the Ocoee community. He showed pictures of the property, which is approximately 90 feet off the road, and the portico sign, which is roughly 200 feet back. He showed pictures of the property as you approach it off of West Road. He highlighted the beautiful trees, which are obstructing the view of the property. He pointed out the large right-of-way, which is much greater than any surrounding property. He described the marketing and safety challenges. He expressed concerns about motorists who do not see the sign and then attempt a sharp deceleration into the property, or make a fast lane change to make a U-turn. He further showed pictures of both sized signs for the Commission to compare.

Mayor Johnson commented that all businesses in that area have the same sized signs; and further, if he is allowed to obtain a bigger sign, then the other businesses may request for their signs to be bigger. **Mr. Sakala** said that the Dunkin Donuts has a much larger sign. **Mayor Johnson** reiterated that the City has sign requirements and an ordinance; and further, if this variance is granted, he is concerned about the surrounding businesses requesting their signage to be bigger.

Commissioner Brinson commented that he is concerned about the sign obstructing the view for drivers and asked where the sign will be facing. He said he is not concerned about the sign on the building and commented it is a little small. He is concerned about the size of the

monument sign. **Mr. Sakala** explained the monument sign is well within the required specifications, which has been approved and permitted. He commented this variance is only regarding the portico sign on the building.

Motion: Move to approve the variance for Sakala Property/Ladybird Academy – 2060 West Road, Project No: VR-19-04; Moved by Commissioner Brinson, seconded by Commissioner Wilsen; Motion carried unanimously.

FIRST READING OF ORDINANCES – None

SECOND READING OF ORDINANCES – PUBLIC HEARINGS - 6:49 PM

8. **Second Reading of Ordinance for VMG Estates/Ocoee Townhomes – 815 Clarcona Ocoee Road Small Scale Land Use Amendment & Rezoning to Planned Unit Development (PUD); Project No(s): CPA-2019-004 & RZ-19-08-10.** *(Advertised in the West Orange Times on Thursday, October 3, 2019 and Thursday, October 9, 2019.)* **(Development Services Director Rumer)**

The subject site is approximately 3.89 acres in size and is located at 815 Clarcona Ocoee Road, on the east side of N. Lakewood Avenue. The subject site is currently undeveloped. The Parcel ID Number is 08-22-28-0000-00-028. The parcel is currently zoned R-1 and has a Low Density Residential Land Use designation. The subject property was annexed on December 4, 2019. At the time of annexation, the applicant did not know what type of development density they needed to facilitate their plan for development. Staff decided to move the project forward by annexing with the zoning and land use change at a later date. The applicant is proposing to rezone the 3.89 acres from "Orange County" R-1 to "City of Ocoee" PUD in order to develop 26 townhome units. The proposed density is seven (7) dwelling units per acre which is allowed under the Medium-Density Land Use designation. The Small Scale Comprehensive Plan Land Use Amendment consists of classifying all 3.89 acres of the subject property from "Low-Density Residential" to "Medium Density Residential" in order to accommodate the density of seven (7) dwelling units per acre in the PUD. All townhome units will contain two-car garages and provide an open space and recreation tract, stormwater retention, and a lift station tract. The internal roadway will be public and meet minimum roadway standards. A Preliminary and Final Subdivision Plan will be provided in the next step of the process.

a) Second Reading of Small Scale Comprehensive Plan Amendment

b) Second Reading of Rezoning Ordinance

Development Services Director Rumer presented a PowerPoint explaining this proposed Small Scale Land Use Amendment and Rezoning is for a parcel located at 815 Clarcona Ocoee Road, on the east side of North Lakewood Avenue (aka Clarcona Ocoee Road). The subject property is 3.89 acres, highly vegetative and vacant. The Parcel Identification Number is 08-22-28-00-00-028. This property was annexed into the city at the beginning of this year. The applicant is proposing to rezone the 3.89 acres from R-1 to PUD in order to develop 26 townhome units. The rezoning passed school concurrency. The proposed density is seven (7) dwelling units per acre. The Small Scale Comprehensive Plan Land Use Amendment consists of classifying all 3.89 acres of the subject property from "Low-Density Residential" to "Medium Density Residential" in order to accommodate the density of seven (7) dwelling units per acre in the PUD. The townhome units will contain a mixture of one (1) and two (2) car garages and provide an open space and recreation tract, stormwater retention, and a lift station tract. The internal roadway will be public and meet minimum roadway standards.

The public hearing was opened.

City Attorney Cookson read the titles of the ordinances.

As no one wished to speak, the public hearing was closed.

Commissioner Wilsen inquired how this property received a Clarcona Ocoee Road address. **Development Services Director Rumer** explained that properties that are in Ocoee have the Lakewood address, and properties that are in the County have the Clarcona Ocoee Road address.

Commissioner Oliver asked about the easements and property access. **Development Services Director Rumer** said the single entrance will be off of Lakewood Avenue. The roadway is a standard public road, 50 feet, with a cul-de-sac. **Commissioner Oliver** inquired whether cars will be able to get through if cars are parked on the side. **Development Services Director Rumer** indicated one of the comments from the Planning and Zoning Commission was providing guest parking. He described the four guest parking spaces and said an open-space tract may be able to provide more parking spaces.

a) Second Reading of Small Scale Comp Plan Amendment Ordinance

Motion: Move to adopt Ordinance No. 2019-033, VMG Estates/Ocoee Townhomes Small Scale Comp Plan Amendment – 815 Clarcona Ocoee Road, Project No: CPA-2019-004; Moved by Commissioner Oliver, seconded by Commissioner Brinson; Motion carried unanimously.

b) Second Reading of Rezoning Ordinance

Motion: Move to adopt Ordinance No. 2019-034, VMG Estates/Ocoee Townhomes Rezoning – 815 Clarcona Ocoee Road, Project No: RZ-19-08-10; Moved by Commissioner Oliver, seconded by Commissioner Brinson; Motion carried unanimously.

REGULAR AGENDA - 6:57 PM

9. Update on New City Hall Project - Approval of Exterior Design Concepts and Process Moving Forward. (Assistant Utilities Director Croteau)

On August 6th the City Commission approved an Amendment to the Wharton-Smith Design-Build Services Agreement for the New City Hall. The Amendment addressed how to incorporate civil design and development into the contract, added geotechnical testing/evaluation, and included changes to the design team. Although conceptual designs were previously presented to the City, none were felt to be consistent with the character of the City; nor did the designs or the space program fit with the long-term expectations of Staff or the Commission. With the approval of Amendment 1, Wharton-Smith brought HKS Architects, Inc. (HKS) onto the City Hall Design Team. HKS has prepared three exterior concepts for the Commission to review and approve. The three designs relate to three possible types of construction methods for the building: tilt-up, brick veneer, and pre-cast. Each method of construction has pros and cons and provides a

different aesthetic. HKS and Wharton-Smith will present each design and present the anticipated floor plan for the Commission Chambers and Legislative Area. Once the design concept has been chosen by Commission, HKS will begin to fully develop floor plans for the building and interior design for the building will begin. For expediency, staff is requesting once the design concept has been established by the Commission that the specifics of the internal floor plan, and interior furnishings for the building fall to the City Manager, or his designee, for approval. Staff is still anticipating breaking ground in the April/May timeframe, spending approximately 15 months in the bidding/construction phase and allocating 1-2 months for the closeout and move-in functions.

Assistant Utilities Director Croteau shared a brief background surrounding the new City Hall project and stated Wharton-Smith and HKS Architects, Inc., were present for this update on the three (3) proposed exterior design concepts for the new city hall.

Nathan Butler, *HKS Architects, Inc.,* provided a PowerPoint presentation that covered the overview of the project, the proposed site plan, and three (3) design options: tilt-up concrete, brick masonry with precast, and precast concrete.

Commissioner Wilsen shared she likes option #2, brick masonry and does not care for the modern look of option #3, the precast concrete.

Commissioner Brinson shared he does not care for option #1, but is concerned about the interior buildout. **Assistant Utilities Director Croteau** explained the layout of the interior, and stated the exterior will not make a great difference in what the interior will be. She further explained the interior buildout will be flexible with modular furniture and fewer offices. Discussion ensued regarding the various costs of each option. Option #1 is the least expensive with Option #3 being the most expensive.

Commissioner Firstner shared he likes the footprint a lot better than the previous concept. He likes option #3, and asked if some neoclassical elements could be introduced into the elevation. **Mr. Butler** said those elements can be possible for options #2, and #3. **Commissioner Firstner** expressed option #2 was fine as well.

Mayor Johnson shared he likes all of the options, but really wants staff to be happy with the interior as they are there every day. He asked Assistant Utilities Director Croteau what the next steps are. **Assistant Utilities Director Croteau** indicated the Commission needs to select the exterior design to move forward.

Motion: Move to approve Option #2 Design Concept with Brick Masonry and Precast; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

Assistant Utilities Director Croteau announced they will be showing them the interior first floor with the chambers. **Mr. Butler** provided plans and described the interior first floor.

Assistant Utilities Director Croteau said to expedite the process, staff is asking for the city manager to have approval on everything that pertains to the interior floor plan, where departments will go, and furnishings within the building.

Motion: Move to allow the City Manager the authorization to make decisions on the specifics of the interior buildout; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried unanimously.

Commissioner Brinson clarified if this should state "the city manager, or his designee." **Assistant Utilities Director Croteau** replied affirmatively.

Amended Motion: Move to allow the City Manager or his Designee the authorization to make decisions on the specifics of the interior buildout; Moved by Commissioner Firstner, seconded by Commissioner Wilsen.

Commissioner Oliver asked whether any budgetary items regarding additions, or the like, would come back to the commission. **Assistant Utilities Director Croteau** said budgetary items do come back. When the design is concluded, this project will come back to the commission to discuss construction costs. She explained statistics on construction increases, and how the increases may impact this project.

After a brief discussion, motion carried unanimously.

Mayor Johnson shared that he may have misspoken earlier, and a motion is needed for Item #2 - Approval of New Appointments to the Parks & Recreation Advisory Board as the applicant Jason Carroll can be considered for appointment.

Motion: Move to approve the appointment of Jason Carroll to the Parks and Recreation Advisory Board for a term ending October 2021; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried unanimously.

10. **New Appointment to the Human Relations Diversity Board. (City Clerk Sibbitt)**

The Human Relations Diversity Board was created by Resolution in 2003. The purpose of this board is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. Members of the Human Relations Diversity Board serve three-year terms. Currently, the Human Relations Diversity Board has twelve (12) members, and their resolution allows no less than seven (7) members and no more than thirteen (13) members. Two (2) applications have been received from Ocoee residents Gregory Meeks (District 1) and Lu Fontanez (District 2) who have both indicated an interest in being appointed to the Human Relations Diversity Board for a term ending May 2022. Should the Honorable Mayor and Commissioners appoint Mr. Meeks (District 1) or Mr. Fontanez (District 2) to the one (1) remaining open seat on the Human Relations Diversity Board?

Commissioner Wilsen commented that during her review of the applications and the HRDB board list, she took notice of the representation of each district. She found it to be wonderful

that this board is close to capacity as the commission encourages citizen involvement with all their boards. She continued by explaining that currently District 1 has three (3) representatives, District 2 has two (2) representatives, District 3 has one representative, and District 4 has four (4) representatives; therefore, she felt in order to have a fair representation of all the districts that the applicant from District 2 should be the person appointed to the HRDB Board.

Mayor Johnson also shared that as the liaison to the board he believes there is not a Hispanic representation.

Motion: Move to appoint Mr. Fontanez from District 2 to the HRDB for a three-year term ending May of 2022; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

Commissioner Wilsen shared that she hopes the applicant, Mr. Meeks, who was not chosen will consider being a member of one of the other advisory boards for the City as there are opening on several of the advisory boards.

11. **Request for Authorization to Proceed with Implementation of Criteria for Administration of a Neighborhood Small Grants Program. (Community Relations Manager Wright)**

The City of Ocoee City Commission appropriated $12,000 into the 2019-2020 budget for a small neighborhood matching grants program for assistance to neighborhoods seeking to make improvements. Considerable discussion occurred during the budget workshops amongst the City Commission resulting in staff being directed to bring back criteria, or guidelines consistent with Commission direction. Under a similar program administered by the City in the past, the maximum award was $2,000 and it was a reimbursement-based program. Staff has met internally and included in the staff report are recommendations for the programming of the "Ocoee's Neighborhood Matching Grants Program". The grant program should also be revised to include category types for which funds may be applied for such as Entry Beautification & Identification, Open Space and Common Area Enhancements and Security and Safety Improvements. Staff requests that the commission authorize implementation of this Neighborhood Matching Grants program per the guidelines with completion and update of information and forms to allow the grant program to be advertised in January 2020.

Community Relations Manager Wright explained that during the budget workshop the City Commission directed staff to develop criteria for a new and improved Neighborhood Grants Program. The Development Services Team and Support Services Team members met and developed the criteria that are before them this evening. Some of the revisions recommended for the grant program include: Simplify the application process, and allow both HOAs and neighborhoods without an HOA to apply; and, limit the number of times an HOA, or neighborhoods without an HOA, can be awarded funding to once every other year. Staff requests that the commission authorize implementation of this Neighborhood Matching Grants program per the guidelines provided and commencing in January 2020.

Motion: Move to implement criteria for the administration of a Neighborhood Small Grants Program as presented by staff; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

7:50 – 7:57 PM – RECESS

STAFF ACTION ITEMS - None

COMMENTS FROM CITIZENS/PUBLIC - 7:58 PM

Jason Lietz, *Public Information and Events Manager for CareerSource Central Florida*, addressed the City Commission as he was asked by Commissioner Oliver to come and speak to them regarding their Summer Youth Internship Program. He briefly gave an update on the Summer Job Program they completed this past summer which assisted 16 young adults. He thanked the City and Elected Officials for allowing the opportunity for these young adults to give back to the community and hopes to continue this partnership with the City. **Mayor Johnson** briefly commented that for future events he is asking that the program be more diversified, and that all young applicants have the opportunity to participate. **Commissioner Oliver** agreed with the Mayor further stating there is a lot of diversity in the City. He further clarified for this past Summer Job Program, he only interviewed the applicants that showed up.

Brad Lomneck, *957 Veronica Circle*, inquired from City staff about the Comprehensive Financial Report (CAFR) and what it entails to get it completed. **City Manager Frank** explained that Florida State Law requires that all governments publish a complete set of financial statements presented in conformity with the accounting principles generally accepted in the United States, and audited by a firm of licensed certified public accountants in accordance with generally accepted government auditing standards. It is required to be conducted every year, and to be sent to the State Office of Financial Services. **Mr. Lomneck** inquired if the CAFR was audited by an outside firm as well. **City Manager Frank** explained the CAFR is not audited but the financial documents that are provided to the Department of Financial Services are.

Mr. Lomneck further commented on the Founders' Day event and shared that in 2017 the City received approximately $73,000 more in sponsorships than what it cost the City in expenses. He explained that total expenditures were $557,000 but the City collected $631,000 in sponsorship; he further asked if anyone on the Commission would like to comment.

Chris Adkins, *606 Ridgefield Avenue*, commented that he appreciated the comments made by Mr. Lomneck in regards to the CAFR. He further added that is the base and most simple form that the State requires. He further shared when he makes his comments in regard to an audit of the City it is more of an intensive audit of overall practices he is seeking. He continued by stating that the information Mr. Lomneck shared about the 2017 Founders' Day is not in the City's budget. He further shared the page numbers within the current budget book which show an expense line item for Founders' Day, stating there is no other place where income is shown. Accountability and transparency are what he is seeking. **Mr. Adkins** concluded by voicing his dissent on the interior design of the new City Hall being passed onto the City Manager, or his designee, who is not elected by the taxpayers. He further asked that the elected officials make the final city hall project decision, that the city hall budget stays under $20 million, and that the work be completed.

Mayor Johnson briefly explained that the Founders' Day budget is broken down by revenues and expenses every year, and can be requested from the Finance Department. He shared this is an event that is conducted every year, and if the City Commission decides to not host this event in the future they can do so; however, there are many residents who live in the City who look forward to this event.

Brad Lomneck, *957 Veronica Circle*, commented that he had one more inquiry from the City Manager. He inquired if all department directors were required to give budget information to complete the CAFR. **City Manager Frank** explained the CAFR is a summary of what happened in the previous year. The Finance Department will gather all the information for the financial reports, and auditors come to the City and review everything which can take weeks. Once the auditors have completed their review the final documents are completed and sent to the State. **Mr. Lomneck** inquired if that is a true financial statement of the health of the City. **City Manager Frank** answered in the affirmative.

COMMENTS FROM COMMISSIONERS - 8:14 PM

Commissioner Oliver – 1) Shared there are a lot of statements made regarding the audit. His perspective is that the CAFR does not give a full-cycle summary of the City's financial and operational health. He is looking for a forensic audit to be performed, and that it could provide opportunities that could be capitalized on. 2) Received communication from former Winter Garden Commissioner Wilder regarding their Veteran's Day Ceremony on Saturday, November 2, 2019. She has requested the City Council attend and participate; and further, that the City purchases and ad to be placed in the ceremony program, as they had the year prior.

Motion: Move to approve $125 from Contingency Funds for placement of ad in Winter Garden's November 2nd Veterans Day ceremony program on behalf of Golden Angels of Bethlehem Missionary Baptist Church. Moved by Commissioner Oliver, seconded by Commissioner Wilsen; Motion carried unanimously.

Commissioner Firstner – Reminded Ocoee citizens that Halloween is approaching and reminded residents to be mindful of the young children in all the neighborhoods, and to please supervise the activities.

Commissioner Wilsen – 1) Announced that the Ocoee Lions Club is hosting a Halloween Haunted House. **2)** When traveling down Clarke Road, the medians being redone are a project under the direction of the CRA within its boundaries. Please be mindful of the workers. **3)** Shared that an event was held last weekend, and port-o-lets were placed on Oakland in front of resident's homes and asked for consensus that for future events we should be mindful of their placement. **City Manager Rob Frank** confirmed they should not be along the right-of-way, and at least 100 feet away, or more, from the homes as a general rule. Consensus of the Commission was to make departments aware of placement, and to make a rule as to the placement and timing of port-o-let pick-ups.

Commissioner Brinson – 1) Commented that residents need to be notified of the cycles for pick-up of recycling and trash bins. **Public Works Director Krug** explained that they have (2) two trucks out of service, but should have one back running on Wednesday. They have been running as late as possible before the cutoff at the Transfer Station. Sleepy Harbor and Harbor Islands will be taken care of on Wednesday, October 16th. He stated he has appreciated the patience of the citizens, as those that are informed of the issues have been understanding. The projected date for the contractor to take over the service for the city will be on January 6, 2020. 2) Announced the Haitian Chambers is hosting an event, and they are inquiring if the City would purchase a table at a price of $800.00, for (8) seats, to be taken out of contingency, and would like to open up the table to City Commission members or city staff. **Mayor Johnson** asked how much each seat costs, for which the reply was $100. **Commissioner Oliver** inquired if the chambers has any businesses in Ocoee. **Commissioner Brinson** informed the Board that there is a Haitian council member that currently sits on the HRDB board.

Motion: Move to approve $400 from Contingency Funds to purchase four (4) seats for the Haitian Chambers event on November 16th. Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried unanimously.

3) Inquired from Police Chief Brown if he has received any feedback regarding the Ocoee High School parking issues of double parking near Crown Point. **Chief Brown** had not heard any complaints. **4)** Announced the GOAA event which will be held this Thursday, October 17th, from 8 AM – 11 AM at the Lakeshore Center. He encouraged all small business owners interested in doing work with GOAA and/or the City of Ocoee to attend. The event will be free and breakfast will be provided by GOAA, which has partnered with the City for this seminar. Assistant City Manager Shadrix will also be speaking at the *Doing Business with GOAA* seminar.

Mayor Johnson – 1) Shared that the County approved a shooting range off of N Lakewood Avenue, and further asked our Police Chief to please look into this. **2)** Announced this Friday, October 18th is the Golf Tournament for Founders' Day. Sign up will begin at 11:30 AM at Forest Lake Golf course, with tee time beginning at 12:30 PM. Tickets for a foursome will be $400. **3)** Announced that Shepherd's Hope in Winter Garden is requesting assistance. **City Manager Frank** responded that for 2018 they requested monetary support from $2000-$5000. Also, that stats from 2018 showed roughly 2,100 residents from Ocoee were attended to in their facility. **Commissioner Oliver** suggested that a line item be committed for the next fiscal year.

Motion: Move to approve $2500 from Contingency Funds to support Shepherd's Hope. Moved by Commissioner Wilsen, seconded by Commissioner Brinson; Motion carried unanimously.

ADJOURNMENT – 8:43 PM

APPROVED:

Attest: **City of Ocoee**

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**