

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

May 6, 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 Municipal Clerks Week Proclamation

2025 National Peace Officer Memorial Day and Week Proclamation

2025 Water Safety 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 April 15, 2025. **(City Clerk Sibbitt)**
2. Approval of School Resource Officer Agreement with Innovation Montessori Charter School. **(Police Chief Ogburn)**
3. Approval of School Resource Officer Agreement with Renaissance Charter School. **(Police Chief Ogburn)**
4. Approval of a Two-Year School Resource Officer Agreement with the School Board of Orange County. **(Police Chief Ogburn)**
5. Authorization to execute a Memorandum of Understanding (MOU) with the National Integrated Ballistic Information Network (NIBIN) with the Orange County Sheriff's Office. **(Police Chief Ogburn)**
6. Approval to Award Invitation to Bid (ITB) #25-005 Asphalt Paving Projects for Fiscal Year 2025. **(Procurement Manager Tolbert)**
7. Approval of Agreement with Fortress Secured, LLC for the Ocoee Regional Law Enforcement Training Center. **(Public Works Director Krug)**

8. Approval of Contracted Sidewalk Repairs Utilizing Existing City of Kissimmee Contract with APEC, LLC. **(Public Works Director Krug)**
9. Approval of the Purchase of a New Pump for Well #2 at the South Water Plant. **(Utilities Director Bolling)**
10. Notification of an Emergency Purchase with Cathcart Construction Company for Repairs to the Intersection of N Lakewood Avenue and Security Circle in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. **(Utilities Director Bolling)**
11. Approval of FlaWARN Mutual Aid Agreement for Water/Wastewater. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

12. First Reading of an Ordinance for 283 10th Avenue - Cox Property Annexation & Rezoning from Orange County R-2 to City of Ocoee R-1; Project No. AX-02-25-01 & RZ-25-02-01. **(Planner I Belizaire)**

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

• **PUBLIC HEARING**

• **REGULAR AGENDA**

13. Appointment of Members to the Human Relations Diversity Board (HRDB). **(Deputy City Clerk Parks)**

• **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 Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and
- WHEREAS,** The Office of the Municipal Clerk is the oldest among public servants; and
- WHEREAS,** The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and
- WHEREAS,** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and
- WHEREAS,** The Municipal Clerk serves as the information center on functions of local government and community; and
- WHEREAS,** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and
- WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.
- Now, Therefore,*** the City Commission of the City of Ocoee, does hereby recognize the week of May 4-10, 2025, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Melanie Sibbitt, and the entire staff of Ocoee's City Clerk's Department, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I hereunto have
Set my hand and caused the Seal of the
City of Ocoee, Florida to be affixed this
6th day of May, 2025.

Rusty Johnson, Mayor



Proclamation

WHEREAS, In 1962, President Kennedy proclaimed May 15th as **National Peace Officers Memorial Day** and the calendar week in which May 15 falls, as **National Police Week**. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, Every Day our Nation's dedicated law enforcement officers put themselves at risk to keep their fellow citizens safe. Our officers stand as leaders educating the community about the importance of public safety; and

WHEREAS, As the City of Ocoee observes Peace Officer Memorial Day and Police Week, we pay tribute to the courageous men and women who wear the badge and keep the peace; and

WHEREAS, We appreciate the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways, and homes; and

WHEREAS, Law Enforcement Officers deserve our appreciations for the work they do, which is to help people on a daily basis, protect our citizens, and if necessary, stand in harms way for the communities they serve.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Ocoee, does hereby proclaim May 15, 2025, as **National Peace Officer Memorial Day** and May 11-17, 2025, as **National Police Week** in the City of Ocoee, Florida and publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I hereunto have set my hand and caused the Seal of the City of Ocoee, Florida, to be affixed this 6th day of May, 2025.

Rusty Johnson, Mayor



PROCLAMATION

WHEREAS, The citizens of the City of Ocoee recognize the vital role that swimming and aquatic-related activities play in our physical and mental well-being; and

WHEREAS, Water safety education plays an essential role in the prevention of drowning and recreational water-related injuries; and

WHEREAS, The recreational water industry has made many significant contributions as represented by the organizations involvement in the National Water Safety Month Coalition towards the development of safe swimming facilities, aquatic programs, home pools and related activities; and

WHEREAS, There are ongoing efforts and commitments within Ocoee to educate the public on water safety issues and initiatives by the pool, spa, water park, recreation and parks industries; and

WHEREAS, Communicating water safety rules and programs to families and individuals of all ages is vital.

NOW, THEREFORE, the City Commission of the City of Ocoee, does hereby declare the month of May 2025, as

NATIONAL WATER SAFETY MONTH

FURTHER, we encourage all parents within the community to ensure their children have received swimming lessons by the age of five, or have taken water safety lessons that will keep their children safe when near water sources.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 6th day of May 2025.

Rusty Johnson, Mayor

April 15, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **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 **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

Absent: Commissioner Oliver

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

• **PRESENTATIONS AND PROCLAMATIONS 6:17 PM**

2025 Arbor Day Proclamation

Read and proclaimed by **Mayor Johnson**; accepted by **Parks Operations Manager Abdo**.

2025 Drop Savers Water Conservation Poster Contest Winners

Utilities Director Bolling gave a brief overview of the contest and recognized the first, second, and third-place winners in each division, who were then presented with gifts and took photos with the Mayor and City Commissioners. Participants included students from Thornbrooke Elementary School.

• **STAFF REPORTS AND AGENDA REVIEW 6:27 PM**

City Manager Shadrix announced that the City has reached a tentative agreement with Down to Earth for the Interim Operator of the Forest Lake Golf Course and is awaiting the signed document. He requested that the Commission allow Item #3 to remain on the Consent Agenda and amend the Staff Recommendation to authorize the City Attorney and City Manager to execute the agreement in its final form.

Motion: Move to approve Consent Agenda Item #3, with the amended Staff Recommendation that the City Attorney and City Manager be authorized to execute the agreement in its final form; Moved by Commissioner Firstner, seconded by Commissioner Wilsen; Motion carried 4-0, with Commissioner Oliver absent.

City Manager Shadrix requested to pull Item #10 from the agenda at the Developer's request. He also announced that a tentative agreement has been reached with Orange County Public Schools (OCPS) concerning the School Resource Officer contract, which will be presented to

Regular City Commission

April 15, 2025

the Commission for consideration and approval at a future City Commission meeting. He further expressed gratitude to everyone involved in the negotiation process.

• PUBLIC COMMENTS 6:31 PM

The following persons addressed the City Commission:

- **Kellie Beck**, *Human Relations Diversity Board Chair*, extended an invitation to City leaders, staff, and residents to attend the Board's upcoming meeting on May 1, 2025, at 6:15 PM. There will be a guest speaker from UCF who will facilitate a workshop to discuss enhancing accessibility to build community.
- **Tolulope "Sara" Edwards**, *United States Small Business Administration*, advised that the disaster loan program deadline has been extended until April 27, 2025. Anyone who suffered structural, property, or economic loss or damage due to the recent hurricanes can apply, including homeowners, renters, non-profits, and businesses. She provided loan details and website information.
- **George Morning**, *CEO, Small Business Advocates of Central Florida*, discussed small businesses in the City of Ocoee, and opportunities afforded to small businesses by his organization.
- **Jim Moyer**, *Orange Soil & Water Conservation District 2 Supervisor*, announced that the Orange County Board of County Commissioners is accepting applications for a vacant District Supervisor seat, and encouraged citizens to get involved. He also explained that Intergovernmental Affairs Bill CS/HB 973, currently in the Florida House, would disband 35 of 47 Soil & Water Conservation Districts in the State, if passed. He then announced that the American Legion is sending an Ocoee High School student to Florida State University in Tallahassee for the 90th Anniversary of the American Legion Boy's State leadership program. He further expressed gratitude to everyone who helped make this happen.
- **Nate Robertson**, *Ocoee Resident*, thanked the City of Ocoee for their efforts to take over and revitalize Ocoee Little League. He also brought attention to the low voter turnout in the recent municipal election and encouraged residents to be engaged in the local community and the City as a whole.

• CONSENT AGENDA 6:45 PM

Consent Agenda Motion

Motion: Move to pull Agenda Item #10 and adopt Consent Agenda Items #1-2 and #4-9; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 4-0.

1. Approval of Minutes from the Regular City Commission Meeting held April 1, 2025. **(City Clerk Sibbitt)**
2. Notification of Initial Two-Year Term Ending for Two (2) District Members, One (1) At-Large Member, and One (1) Vacancy on the Human Relations Diversity Board. **(Deputy City Clerk Parks)**
3. Approval of a Management Agreement with SSS Down To Earth OPCO LLC, for Interim Operator of Forest Lake Golf Course. **(Assistant City Manager Rumer)**
4. Approval of a Two-Year Warranty Surety Bond and Maintenance, Materials, and Workmanship Agreement for SFG Ocoee Owner, LP for the 409 Business Park, 409 Ocoee Apopka Rd. **(Development Engineer Keaton)**
5. Approval to Terminate Contract #23-010 with Kimley-Horn & Associates to Update the

April 15, 2025

City's Land Development Code. **(Development Services Director Ginger)**

6. Approval to Trade in Older Firearms for Credit Towards the Purchase of New Rifles. **(Police Chief Ogburn)**
7. Approval of Award of RFP 25-003 Pest Control and Fertilization Services for Athletic Fields. **(Procurement Manager Tolbert)**
8. Approval to Surplus and Replace Stand-by Generators for Ocoee Fire Stations. **(Assistant Public Works Director Gajadhar)**
9. Approval of Purchase of FY 2024-2025 Budgeted Vehicle. **(Assistant Public Works Director Gajadhar)**
10. Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE** - None

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:46 PM**

11. Second Reading of Ordinance for FY 2025 Budget Amendment. **(Chief Accountant Meruena)**

Chief Accountant Meruena explained the specific proposed budget amendments.

City Attorney Geller read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Commissioner Kennedy asked for clarification on the impact of this proposed budget amendment, and **Chief Accountant Meruena** gave a brief explanation of the purpose of the amendment. **City Manager Shadrix** clarified that this budget amendment will not increase taxes - the tax rate will remain the same.

Mayor Johnson inquired about the status of medical insurance, and **City Manager Shadrix** responded that he is still in the process of conducting a thorough review.

Motion: Move to Adopt Ordinance 2025-05 FY 2025 Budget Amendment; Moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Oliver absent.

• **PUBLIC HEARING 6:52 PM**

12. First Reading Transmittal and Public Hearing of an Ordinance for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety. **(Zoning Manager Whitfield)**

City Manager Shadrix provided a brief overview of the Envision 2045 Ocoee Comprehensive Plan and explained how its update will positively impact the City.

Zoning Manager Whitfield presented an overview of Envision 2045, the updated Ocoee Comprehensive Plan, which is organized into the following chapters: *Chapter 1: Introduction, Chapter 2: Vibrant, Attractive & Inclusive Community, Chapter 3: Efficient, Reliable & Well-Maintained Infrastructure, Chapter 4: Safe & Convenient Mobility, Chapter 5: Environment-*

Regular City Commission

April 15, 2025

Friendly, Resilient & Sustainable Community, and *Chapter 6: Responsible, Accessible & Open Governance*. **Zoning Manager Whitfield** briefly explained each chapter's purpose, goals, policies, and objectives.

Commissioner Wilsen expressed her appreciation and thanked City staff for the job well done. She specifically highlighted the anticipated bike and pedestrian plan, noting the improvements it offers compared to the current plan.

Commissioner Firstner also gave kudos to City staff and thanked them for the job well done. He expressed his appreciation for the plan's clean layout and easy navigation.

Commissioner Kennedy expressed his admiration for the metrics incorporated throughout the plan and praised City staff for the excellent work they are doing.

Mayor Johnson commended City staff for their excellent work and suggested creating a City library or a similar facility where residents could review the plan in person. He also highlighted the importance of citizen and roadway safety. **City Manager Shadrix** noted that there have been discussions about holding a community open house before the plan's final adoption. **Commissioner Kennedy** added that the plan is currently available on the City's website in the Agenda Center.

City Attorney Geller praised City staff on a job well done and clarified that the current plan remained in effect until the new one is officially adopted. He then read the title of the ordinance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Doug Gomber**, *Ocoee Resident*, inquired if copies of the plan would be available at City Hall for citizens to check out and return when they're finished reviewing. **City Manager Shadrix** responded that staff could make approximately six (6) copies initially to gauge demand. He also emphasized that the lobby area of the Development Services Department was designed as a resource space for citizens and encouraged them to take advantage of it.
- **Jim Moyer**, *Ocoee Resident*, asked why the year 2045 was selected and **Zoning Manager Whitfield** provided an explanation.
- **Chris Chambers**, *Ocoee Resident*, inquired about the historical sites section of the plan, specifically regarding the Hallowed Ground site, which is located within his subdivision. **Zoning Manager Whitfield** stated that objective six (6) of the plan was added to preserve and protect historic structures and sites, in which the Hallowed Ground is among the list of historic sites listed.

The public hearing was closed.

Motion: Move to approve an Ordinance for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety and authorize transmittal of the Envision 2045 Comprehensive Plan to the reviewing agencies; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; motion carried 4-0 with Commissioner Oliver absent.

Regular City Commission

April 15, 2025

• **REGULAR AGENDA** - None

Mayor Johnson announced the upcoming City events for the months of April and May 2025.

• **COMMENTS FROM COMMISSIONERS** 7:32 PM

Commissioner Firstner – No further comments. 7:32 PM

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

- 1) Announced the grand opening of Wawa.
- 2) Wished everyone a Happy Easter.

Mayor Johnson – Commented on the following: 7:33 PM

- 1) Announced that Oakland Avenue is open

Commissioner Kennedy – No further comments. 7:33 PM

• **ADJOURNMENT** 7:34 PM

APPROVED:

Attest:

City of Ocoee

Victoria Parks, Acting City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: May 6, 2025
Item #: 2

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of School Resource Officer Agreement with Innovation Montessori Charter School. (Police Chief Ogburn)

Background Summary:

Florida Statute Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", requires each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the District by implementing a security option which best meets the needs of the school district. The School Board has suggested that Charter Schools, which are designated as Florida public schools in Section 1002.33, Florida Statutes, should contract for and obtain school resource officers individually with law enforcement agencies.

Innovation Montessori Charter School desires to continue contracting with the Ocoee Police Department for a School Resource Officer for their Ocoee campuses located at 1475 E. Silver Star Road, Ocoee, FL 34761, and 1610 N. Lakewood Avenue, Ocoee, FL 34761. The Ocoee Police Department will provide one (1) School Resource Officer to each Innovation Montessori Charter School campus. Agreements between the City of Ocoee and the Charter Schools are required for the Police Department to understand officer responsibilities and for the City of Ocoee to be reimbursed by the Charter School's Board of Directors. The Charter Schools will be charged a fee for School Resource Officer services based on the 10-month school year. The agreement is effective for a two-year term beginning July 1, 2025, and ending June 30, 2027.

Issue:

Should the Honorable Mayor and Commissioners approve the renewal of the agreement, for a two-year term, with the Innovation Montessori Charter School, which reimburses the City for providing a School Resource Officer to the charter school in the City of Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the renewal of the agreement, for a two-year term, with the Innovation Montessori Charter School, which reimburses the City for providing a School Resource Officer for the charter school in the City of Ocoee.

Attachments:

1. Montessori Charter School SRO Agreement

Financial Impacts:

Innovation Montessori Charter School will reimburse the City \$80,316.00 for the school year 2025-2026 and \$82,725.48 for the school year 2026-2027.

Type of Item: Consent

AGREEMENT

between

Innovation Montessori Ocoee, Inc., a charter school with campuses located at 1475 E. Silver Star Road, Ocoee, and 1610 N. Lakewood Avenue, Ocoee, Orange County, Florida

and

City of Ocoee Police Department

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2025 (the “**Agreement**”) between Innovation Montessori Ocoee, Inc., a charter school established and operating pursuant to Title XLVIII, Florida Statutes, in Ocoee, Orange County, Florida (hereinafter referred to as the “**School**”), and the City of Ocoee, a Florida municipal corporation (hereinafter referred to as the “**Law Enforcement Agency**” or the “**Agency**”).

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled “Safe-School officers at each public school”, requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the School Board has suggested that Charter Schools, which are designated as Florida public schools in section 1002.33, Florida Statutes, should contract for and obtain school resource officers individually with the Law Enforcement Agency.

WHEREAS, the School and Agency intend to enter into this Agreement so that the Agency may assist the School with school resource officer personnel.

NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and the School agree as follows:

SECTION 1. DEFINITIONS

- A. School Resource Officers (“**SROs**”) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.

- B. TDY Officers (“**non-SROs**”) - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- C. School Year (the “**School Year**”) – the ten (10) month, regular school year, consisting of 1441 hours worked.
- D. Summer School (“**Summer School**”) - the period of time at the end of the School Year where certain identified schools are open for students to receive additional instruction.

SECTION 2. SCOPE OF SERVICES

The Law Enforcement Agency shall assign one or more SRO or non-SRO at the School. It is the intent of the parties that the persons serving as the SRO or non-SRO will be assigned for the duration of the Agreement, provided that the Agency may infrequently change the persons designated as the SRO or non-SRO as necessary to meet Agency needs.

- A. The Agency shall provide the SRO Services at the following campuses of the School:
 - 1475 E. Silver Star Road, Ocoee, Florida; and
 - 1610 N. Lakewood Avenue, Ocoee, Florida.
- B. Any requests for additional SRO services during the term of this Agreement and during regular school hours by School shall be further negotiated through School’s administration and the Law Enforcement Agency. Any changes to the staffing levels contained in this Agreement shall be in writing and signed by both parties.
- C. Each SRO and non-SRO work year will follow the schedule established by School for 10-month teachers. In the event that SRO services are requested for Summer School, School agrees to compensate Agency as provided in Section 3 herein.
- D. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the School administration in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or non-SROs who are absent for more than one day, based upon available resources of the Law Enforcement Agency. Notwithstanding the foregoing, the Agency shall have at least one SRO on campus at all times.
- E. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.

- F. The parties agree that representatives of the School and Agency management will hold a pre-school year planning meeting and a post school year debriefing meeting to address operational issues and concerns.
- G. The SROs or non-SROs shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.

SECTION 3. RATE

The rates described below apply for the term of this Agreement, inclusive of the school year beginning July 1, 2025 through June 30, 2026 and the school year beginning July 1, 2026 through June 30, 2027:

- A. For the 2025-2026 School Year, the School agrees to reimburse the Law Enforcement Agency at a rate of \$80,316.00 per full-time SRO at the School.
- B. For the 2026-2027 School Year, the School agrees to increase the rate in Section 3. A. herein by three percent (3%) to reimburse the Law Enforcement Agency per full-time SRO at the School.
- C. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services”. Law enforcement personnel needed for extracurricular activities involving students, staff or the School facilities shall be available through the Agency’s “Off Duty Services” program. This Agreement does not guarantee the availability of off-duty officers. Additional services provided by Agency to School shall be reimbursed in accordance with an invoice provided by Agency to School providing a list of hours worked consistent with the Agency’s accounting for off-duty details.
- D. Compensation for SRO services, as provided in “Scope of Services” for Summer School and School Based Enrichment Camps (the “Enrichment Camps”), shall be on a pro rata basis of the rate for 10-month SROs. In the event that the Agency utilizes non-SROs to provide adequate coverage, School will reimburse the Agency at a rate of \$50.00 per hour.

SECTION 4. QUALIFICATIONS OF SROs

Law Enforcement Agencies will train officers to be statutorily qualified as an SRO. The School will pay for the SRO Basic Certification as funding permits.

SECTION 5. OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the School for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

SECTION 6. COOPERATION BETWEEN PARTIES

- A. The Law Enforcement Agency may submit an agency SRO activity log to School by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on School-owned property taken by the SRO or other law enforcement officer while school is in session.
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the School.
- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs will coordinate their activities with a single point of contact identified by the School.

- D. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- E. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on school campus, on school transportation or involving students during a school-sponsored activity wherever located which a school administrator reasonably believes to involve criminal activity or which constitutes a threat of criminal injury to person or property. Said notification shall be made immediately and may be made verbally.
- F. Behavior that could be defined as a "petty act of misconduct" which are not threats to school safety, and do not require consultation with law enforcement under Section 1006.13(4)(c), Florida Statutes, shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. If the parties agree that the offense should be handled by the school, the offense will be handled by the School. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- G. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- H. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
- I. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. School personnel shall cooperate with those efforts.
- J. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.

- K. Notice. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when delivered by confirmed overnight delivery service to the party to whom it is directed, or in lieu of such overnight courier delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first class postage prepaid, certified, return receipt requested, addressed to the locations set forth below.

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Innovation Montessori School
1644 N. Lakewood Avenue
Ocoee, FL 34761

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph.

SECTION 7. TERM AND TERMINATION

- A. This Agreement shall be in effect from July 1, 2025, through June 30, 2027.
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
- C. Neither party may assign this Agreement.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and the School will be administered through the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of the School. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2027 in preparation for the 2027-2028 school year, with the intent of having a finalized agreement on or about July 1, 2027. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.

SECTION 8. MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. The School shall provide a location at the School where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. School will provide workspace for use by SROs or non-SROs in each assigned school.
- D. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at the School.
- E. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the threat assessment team at the School. The parties agree that these meetings may be conducted electronically, through internet/video links if needed to ensure the efficiency of the process.
- F. School will, in compliance with Section 1006.07(4)(f), Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. School will advise the Agency of the testing schedule and

shall make reasonable efforts to correct any deficiencies. Additionally, the School will provide access to a school radio to the SRO.

- G. School will provide the Agency with the radio frequencies utilized by the School and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- H. In an emergency, the School will make all reasonable efforts to provide the Agency with sufficient physical access to the School so the responding personnel will have the ability to access the School.
- I. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- J. Nothing in this agreement is intended to waive sovereign immunity of the School or the Agency, and all tort claims arising out of performance hereunder or otherwise against either party shall be subject to the limited sovereign immunity waiver set forth in Section 768.28, Florida Statutes.
- K. The Agency represents that the SRO or Non-SRO is will be assigned or dispatched to the school within the meaning of 1012.468, Florida Statutes, and will be exempt from the screening requirements set forth in sections 1012.465 and 1012.467, Florida Statutes. The Agency represents and warrants to the School that it has read and is familiar with Florida Statutes §§ 1012.315, 1012.32, 112.465, 1012,467, and 1012.468 regarding background investigations. The Agency covenants to comply with all requirements of the above-cited statutes to the extent they apply to any Agency personnel and shall provide LCSB with proof of compliance upon request.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

AGENCY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Victoria Parks, Acting City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT 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.

By: _____
Richard Geller, City Attorney

SCHOOL:

**INNOVATION MONTESSORI OCOEE,
INC.,** a Charter School existing under the
laws of the state of Florida

By: _____

Title: _____

Date: _____

STAFF REPORT

Meeting Date: May 6, 2025
Item #: 3

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of School Resource Officer Agreement with Renaissance Charter School. (Police Chief Ogburn)

Background Summary:

Florida Statute Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", requires each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the District by implementing a security option which best meets the needs of the school district. The School Board has suggested that Charter Schools, which are designated as Florida public schools in Section 1002.33, Florida Statutes, should contract for and obtain school resource officers individually with law enforcement agencies.

Renaissance Charter School desires to continue contracting with the Ocoee Police Department for a School Resource Officer for their Ocoee campus. The Ocoee Police Department will provide one (1) School Resource Officer to Renaissance Charter School. Agreements between the City of Ocoee and the Charter Schools are required for the Police Department to understand officer responsibilities and for the City of Ocoee to be reimbursed by the Charter School's Board of Directors. The Charter Schools will be charged a fee for School Resource Officer services based on the 10-month school year. The agreement is effective for two years from July 1, 2025, to June 30, 2027.

Issue:

Should the Honorable Mayor and City Commissioners approve the renewal of the two-year agreement with the Renaissance Charter School, which reimburses the City for providing a School Resource Officer to the charter school in the City of Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the renewal of the two-year agreement with the Renaissance Charter School, which reimburses the City for providing a School Resource Officer for the Charter School in Ocoee.

Attachments:

1. Renaissance Charter School SRO Agreement

Financial Impacts:

Renaissance Charter School will reimburse the City \$80,316.00 for the 2025-2026 school year and \$82,725.48 for the 2026-2027 school year.

Type of Item: Consent

AGREEMENT

between

Renaissance Charter School, Inc., for Renaissance Charter School at Crown Point, a charter school located at 83 West Road Ocoee, Orange County, Florida

and

City of Ocoee Police Department

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2025 (the “**Agreement**”) between Renaissance Charter School, Inc., for the Renaissance Charter School at Crown Point, a charter school established and operating pursuant to Title XLVIII, Florida Statutes, in Ocoee, Orange County, Florida (hereinafter referred to as the “**School**”), and the City of Ocoee, a Florida municipal corporation (hereinafter referred to as the “**Law Enforcement Agency**” or the “**Agency**”).

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled “Safe-School officers at each public school”, requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the School Board has suggested that Charter Schools, which are designated as Florida public schools in section 1002.33, Florida Statutes, should contract for and obtain school resource officers individually with the Law Enforcement Agency.

WHEREAS, the School and Agency intend to enter into this Agreement so that the Agency may assist the School with school resource officer personnel.

NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and the School agree as follows:

SECTION 1. DEFINITIONS

- A. School Resource Officers (“**SROs**”) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.

- B. TDY Officers (“**non-SROs**”) - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- C. School Year (the “**School Year**”) – the ten (10) month, regular school year, consisting of 1441 hours worked.
- D. Summer School (“**Summer School**”) - the period of time at the end of the School Year where certain identified schools are open for students to receive additional instruction.

SECTION 2. SCOPE OF SERVICES

The Law Enforcement Agency shall assign one or more SRO or non-SRO at the School. It is the intent of the parties that the persons serving as the SRO or non-SRO will be assigned for the duration of the Agreement, provided that the Agency may infrequently change the persons designated as the SRO or non-SRO as necessary to meet Agency needs.

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by School shall be further negotiated through School’s administration and the Law Enforcement Agency. Any changes to the staffing levels contained in this Agreement shall be in writing and signed by both parties.
- B. Each SRO and non-SRO work year will follow the schedule established by School for 10-month teachers. In the event that SRO services are requested for Summer School, School agrees to compensate Agency as provided in Section 3 herein.
- C. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the School administration in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or non-SROs who are absent for more than one day, based upon available resources of the Law Enforcement Agency. Notwithstanding the foregoing, the Agency shall have at least one SRO on campus at all times.
- D. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- E. The parties agree that representatives of the School and Agency management will hold a pre-school year planning meeting and a post school year debriefing meeting to address operational issues and concerns.

- F. The SROs or non-SROs shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.

SECTION 3. RATE

The rates described below apply for the term of this Agreement, inclusive of the school year beginning July 1, 2025 through June 30, 2026 and the school year beginning July 1, 2026 through June 30, 2027:

- A. For the 2025-2026 School Year, the School agrees to reimburse the Law Enforcement Agency at a rate of \$80,316.00 per full-time SRO at the School.
- B. For the 2026-2027 School Year, the School agrees to increase the rate in Section 3. A. herein by three percent (3%) to reimburse the Law Enforcement Agency per full-time SRO at the School.
- C. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services”. Law enforcement personnel needed for extracurricular activities involving students, staff or the School facilities shall be available through the Agency’s “Off Duty Services” program. This Agreement does not guarantee the availability of off-duty officers. Additional services provided by Agency to School shall be reimbursed in accordance with an invoice provided by Agency to School providing a list of hours worked consistent with the Agency’s accounting for off-duty details.
- D. Compensation for SRO services, as provided in “Scope of Services” for Summer School and School Based Enrichment Camps (the “Enrichment Camps”), shall be on a pro rata basis of the rate for 10-month SROs. In the event that the Agency utilizes non-SROs to provide adequate coverage, School will reimburse the Agency at a rate of \$50.00 per hour.

SECTION 4. QUALIFICATIONS OF SROs

Law Enforcement Agencies will train officers to be statutorily qualified as an SRO. The School will pay for the SRO Basic Certification as funding permits.

SECTION 5. OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the School for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

SECTION 6. COOPERATION BETWEEN PARTIES

- A. The Law Enforcement Agency may submit an agency SRO activity log to School by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on School-owned property taken by the SRO or other law enforcement officer while school is in session.
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the School.
- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs will coordinate their activities with a single point of contact identified by the School.

- D. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- E. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on school campus, on school transportation or involving students during a school-sponsored activity wherever located which a school administrator reasonably believes to involve criminal activity or which constitutes a threat of criminal injury to person or property. Said notification shall be made immediately and may be made verbally.
- F. Behavior that could be defined as a "petty act of misconduct" which are not threats to school safety, and do not require consultation with law enforcement under Section 1006.13(4)(c), Florida Statutes, shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. If the parties agree that the offense should be handled by the school, the offense will be handled by the School. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- G. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- H. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
- I. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. School personnel shall cooperate with those efforts.
- J. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.

- K. Notice. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be writing and shall be deemed duly served, given, delivered and received when delivered by confirmed overnight delivery service to the party to whom it is directed, or in lieu of such overnight courier delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first class postage prepaid, certified, return receipt requested, addressed to the locations set forth below.

City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

Renaissance Charter School Inc., for Renaissance Charter School at Crown Point
Brett E. Taylor, Principal
83 West Road
Ocoee, FL 34761

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph.

SECTION 7. TERM AND TERMINATION

- A. This Agreement shall be in effect from July 1, 2025, through June 30, 2027.
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
- C. Neither party may assign this Agreement.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and the School will be administered through the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of the School. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2027 in preparation for the 2027-2028 school year, with the intent of having a finalized agreement on or about July 1, 2027. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.

SECTION 8. MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. The School shall provide a location at the School where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. School will provide workspace for use by SROs or non-SROs in each assigned school.
- D. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at the School.
- E. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the threat assessment team at the School. The parties agree that these meetings may be conducted electronically, through internet/video links if needed to ensure the efficiency of the process.
- F. School will, in compliance with Section 1006.07(4)(f), Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. School will advise the Agency of the testing schedule and

shall make reasonable efforts to correct any deficiencies. Additionally, the School will provide access to a school radio to the SRO.

- G. School will provide the Agency with the radio frequencies utilized by the School and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- H. In an emergency, the School will make all reasonable efforts to provide the Agency with sufficient physical access to the School so the responding personnel will have the ability to access the School.
- I. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- J. Nothing in this agreement is intended to waive sovereign immunity of the School or the Agency, and all tort claims arising out of performance hereunder or otherwise against either party shall be subject to the limited sovereign immunity waiver set forth in Section 768.28, Florida Statutes.
- K. The Agency represents that the SRO or Non-SRO is will be assigned or dispatched to the school within the meaning of 1012.468, Florida Statutes, and will be exempt from the screening requirements set forth in sections 1012.465 and 1012.467, Florida Statutes. The Agency represents and warrants to the School that it has read and is familiar with Florida Statutes §§ 1012.315, 1012.32, 112.465, 1012,467, and 1012.468 regarding background investigations. The Agency covenants to comply with all requirements of the above-cited statutes to the extent they apply to any Agency personnel and shall provide LCSB with proof of compliance upon request.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

AGENCY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
Rusty Johnson, Mayor

Attest: _____
Victoria Parks, Acting City Clerk

**APPROVED BY THE OCOEE CITY
COMMISSION AT 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.

By: _____
Richard Geller, City Attorney

SCHOOL:

**RENAISSANCE CHARTER SCHOOL,
INC., FOR RENAISSANCE CHARTER
SCHOOL AT CROWN POINT**, a Charter
School existing under the laws of the state of
Florida

By: _____
Title: _____
Date: _____



Meeting Date: May 6, 2025
Item #: 4

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of a Two-Year School Resource Officer Agreement with the School Board of Orange County. (Police Chief Ogburn)

Background Summary:

The Florida Legislature has amended Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school," requiring each District School Board and Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option that best meets the district's needs. The Florida Legislature further amended the laws relating to school safety through the Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission, which was signed by the Governor on May 8, 2019 and went into effect on October 1, 2019. The School Board of Orange County (SBOC) has elected to comply with Section 1006.12, Florida Statutes, by establishing a School Resource Officer program as defined in Section 1006.12(1). The SBOC has identified those schools within each agency's jurisdiction that require the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

The Ocoee Police Department provides Orange County Public Schools with nine officers and one supervisor. There are five (5) School Resource Officers for the five elementary schools, two (2) School Resource Officers for one middle school, and two (2) School Resource Officers for one high school, all located within the City of Ocoee. An agreement between the City of Ocoee and the School Board of Orange County is required for the Ocoee Police Department to delineate officers' responsibilities and for the City of Ocoee to be reimbursed by the School Board of Orange County for a portion of the officers and a supervisor's salaries.

This will be a two-year agreement that begins on July 1, 2025, and terminates on June 30, 2027. The agreement commits the School Board of Orange County to reimburse the City of Ocoee \$73,000.00 for one supervisor and \$73,000.00 per School Resource Officer for the 2025/2026 school year. This agreement also commits the School Board of Orange County to reimburse the City of Ocoee \$75,000.00 per supervisor and \$75,000.00 per School Resource Officer for the 2026/2027 school year.

Issue:

Should the Honorable Mayor and City Commissioners approve the two-year School Resource Officer Agreement with the School Board of Orange County, which reimburses the City of Ocoee for providing a School Resource Officer to the public schools in the City of Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the two-year School Resource Officer Agreement with the School Board of Orange County.

Attachments:

1. School Board of Orange County School Resource Officer Agreement 2025-2027

Financial Impacts:

The School Board of Orange County will reimburse the City of Ocoee \$730,000.00 for the school year 2025-2026 and \$750,000.00 for the school year 2026-2027.

Type of Item: Consent

AGREEMENT

between

The School Board of Orange County, Florida

and

City of Ocoee Police Department

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2025 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as "SBOC" and the City of Ocoee, hereinafter referred to as the "Law Enforcement Agency" or "the Agency." Collectively referred to as the "Parties."

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the Florida Legislature further amended the laws relating to school safety through the Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission, which was signed by the Governor on May 8, 2019 and went into effect on October 1, 2019.

WHEREAS, SBOC has elected to comply with Section 1006.12, Florida Statutes, with a School Resource Officer program as defined in Section 1006.12(1), Florida Statutes.

WHEREAS, SBOC has identified those schools within each agency's jurisdiction that requires the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

WITNESSETH NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and SBOC agree as follows:

DEFINITIONS

A. OCPS District Police – Orange County Public Schools District Police Department.

- B. School Resource Officers (SROs) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.
- C. TDY Officers (non-SROs) - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- D. School Safety Officers – Sworn Law Enforcement Officers employed by SBOC.
- E. School Year – The ten (10) month, regular school year, consisting of 1441 hours worked.
- F. Summer School – The period of time at the end of the regular school where certain identified schools are open for students to receive additional instruction.
- G. School Based Enrichment Camp – Camps put on by SBOC at certain schools during periods of school closure to offer students additional instruction.

SCOPE OF SERVICES

The Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school within its jurisdiction as identified in “**Exhibit A**” and “**Exhibit C**.”

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by any SBOC school shall be further negotiated through OCPS District Police and the Law Enforcement Agency. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- B. If during the term of this agreement either party determines that staffing levels need to be adjusted for any reason including but not limited to an increase in a school’s population or additions to the number of schools covered by the Agency, such requests will be made in writing to the other party for consideration of temporary or permanent staffing adjustments. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- C. SBOC shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion or the elimination of any school within the agency’s jurisdiction, to discuss and negotiate the need for changes to the law enforcement agency’s staffing levels at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, SBOC shall provide the Law Enforcement Agency with SBOC’s adopted five (5) year Capital Improvement Plan (“5 Year CIP”) on a yearly basis, no later than October 1 of each year.

SBOC shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by SBOC.

- D. Each SRO and non-SRO work year will follow the schedule established by SBOC for 10-month teachers.
- E. If SBOC schedules summer school or school based enrichment camps during 2025-2026 and 2026-2027 the Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school located within its jurisdiction. SBOC shall provide the Law Enforcement Agency a list of schools scheduled to host Summer School or each school-based enrichment camp as soon as reasonably practicable but no later than forty-five (45) days prior to the beginning of the school-based enrichment camp or the end of the regular school year. The list will include the school's address, the number of SROs requested for each location, the specific dates and times that the services are needed and the number of students expected to attend at each location.

The Agency shall provide written notice within fifteen (15) days of the disclosure of the summer school and school based enrichment camp list if the Agency cannot provide staffing for these programs.

- F. During summer school, if there are any schools or school-based enrichment camps with less than fifty (50) students enrolled, the Agency will provide a TDY officer. SBOC agrees to reimburse the Agency at a rate of \$55.00 per hour for providing services. Any summer school program staffed by an SRO shall be billed for a period of no less than eight (8) hours.
- G. In the event that the Agency provides staffing for a school based enrichment camp or Summer School, the Agency will provide SBOC an invoice after the conclusion of the school based enrichment camp and at the end of Summer School providing the same level of detail as those invoices provided during the regular school year. SBOC shall remit payment to the agency within forty-five (45) days from receipt.
- H. The SROs or non-SROs, shall make reasonable efforts to arrive at their assigned campus one-half (½) hour before the school day begins and shall remain on campus one-half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.
- I. The Law Enforcement Agency will make reasonable efforts to provide additional SRO or non-SRO services at the request of the OCPS District Police. All such requests will be reviewed and approved by the Law Enforcement Agency based upon staffing availability and internal agency policy.

- J. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or Non-SROs who are absent from campus in a timely manner. If the agency staffs two SROs at a particular school, but one is temporarily absent, a relief SRO may or may not be provided depending on the staffing needs of the Law Enforcement Agency. Notwithstanding the foregoing, the agency shall ensure at least one officer is assigned to be on campus every school day.
- K. OCPS District Police and the Law Enforcement Agency will coordinate all safety protocols required by statute and Florida Administrative Code in a mutually agreeable manner.
- L. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- M. The parties agree that representatives of the OCPS District Police and Agency management will hold a pre-school year planning meeting and if deemed necessary by the Parties, a post school year debriefing meeting to address operational issues and concerns.

RATE

The rates described below apply to the school year beginning July 1, 2025, through June 30, 2026:

- A. For the 2025-2026 school year, SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$73,000 per full time SRO for the 10-month school year at schools identified in "Exhibit A." If SBOC receives an increase in the state-wide Safe Schools Allocation for the 2025-2026 school year, the increased funding, excluding any required charter school distribution shall be distributed as follows:
 - 1. If the increase in the state-wide Safe Schools Allocation is between \$0 and \$20,000,000, the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be one hundred percent allocated to the Law Enforcement Agencies as an increase in rate for SRO services over the contracted rate for the 2024-2025 school year.
 - 2. If the increase in the state-wide Safe Schools Allocation for the 2025-2026 school year is over \$20,000,000 but less than \$40,000,000, the SBOC share of the amount over \$20,000,000 but under \$40,000,000 (less the amount required to be allocated to Charter Schools) will be one hundred percent allocated to the SBOC.
 - 3. If the increase in the state-wide Safe Schools Allocation for the 2025-2026 school year is over \$40,000,000, the SBOC share of all money after \$40,000,000 (less the amount required to be allocated to Charter Schools) will be shared equally as a fifty percent/fifty percent split.

The rates described below apply to the school year beginning July 1, 2026, through June 30, 2027:

- B. For the 2026-2027 school year, SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$75,000 per full-time SRO for the 10-month school year at schools identified in “Exhibit C” or the amount from the 2025-2026 year as calculated in paragraph A above, whichever is greater.
 - 1. If SBOC receives an increase in the state-wide Safe Schools Allocation for the 2026-2027 school year, sixty percent of the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be allocated to the SBOC. Forty percent of the SBOC share of those monies (less the amount required to be allocated to Charter Schools) will be allocated to the Law Enforcement Agencies as an increase in rate for SRO services over the 2025-2026 rate as calculated in paragraph A above.
 - 2. If SBOC receives no increase in money from the Safe Schools Allocation or the 2025-2026 rate with allocation is less than \$75,000, then the Agency will receive \$75,000 per full-time SRO for the 10-month school year at schools identified in “Exhibit C” for the 2026-2027 school year.
- C. The allocation of state-wide Safe Schools Allocation increases to the SRO program mentioned in paragraphs A and B above will be allocated amongst all law enforcement agencies providing SRO services equally based on the number of SRO positions the agency provides. (i.e. If there are 309.5 SRO positions, the amount of allocation will be divided by 309.5 and each SRO position will be increased by that amount).
- D. Legislative Mandates: If there are new state mandates required to be funded out of the Safe Schools Allocation, funds for those mandates will be allocated before the above percentage share takes place between the SBOC and all law enforcement agencies providing SROs to SBOC schools during the 2025-2026 and 2026-2027 school years. If funds are specifically allocated from the Safe Schools Allocation for these mandates, the SBOC will provide the law enforcement agency with a cost breakdown.
- A. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$55.00 an hour (\$79,255.00 per regular school year for 1441 hours) for each non-SRO officer or off-duty officer assigned to SRO duties or covering SRO duties temporarily, for the 10-month school year at schools identified in **“Exhibit A” and “Exhibit C.”**
- B. In the event the Law Enforcement Agency assigns a full time SRO to a school previously serviced by a non-SRO officer, the Law Enforcement Agency shall immediately notify SBOC and the following change will be made:
 - 1. SBOC will reimburse the Agency for the new SRO at the rate of \$73,000.00 for the 2025-2026 school year, and \$75,000.00 for the 2026-2027 school year, prorated based upon the SRO’s start date at the school. These rates are subject to change pursuant to the terms identified in paragraphs A and B above.

- D. Rates for Summer School and school based enrichment camps will be on a pro rata basis of the 10-month rate for SROs. Should the Agency have to utilize non-SROs to provide adequate coverage, SBOC will reimburse the Agency at a rate of \$50.00 per hour for non-SROs providing services.
- E. SBOC will reimburse the Law Enforcement Agency at a rate of \$73,000.00 for supervisors for the 2025-2026 school year and \$75,000.00 for the 2026-2027 school year. These rates are subject to change pursuant to the terms identified in paragraphs A and B above. Supervisors include, but are not limited to, sergeants and corporals, or others in similar positions assigned whose primary responsibility is to provide direct supervision of the sworn law enforcement officers or SROs providing services hereunder. If the Law Enforcement Agency has a designated supervisor for School Resource Officers who have additional duties, the supervisor will be paid on the following pro rata rate (these rates are subject to change pursuant to the terms identified in paragraphs A and B above):
1. If the SRO Sergeant or SRO Corporal or other in similar position supervises 1 to 2 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$18,250.00 in the 2025-2026 school year, and \$18,750.000 in the 2026-2027 school year for supervision costs.
 2. If the SRO Sergeant or SRO Corporal or other in similar position supervises 3 to 4 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$36,500.00 in the 2025-2026 school year, and \$37,500.00 in the 2026-2027 school year for supervision costs.
 3. If the SRO sergeant or SRO Corporal or other in similar position supervises 5 to 7 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$54,750.00 in the 2025-2026 school year, and \$56,250.000 in the 2026-2027 school year for supervision costs.
 4. If the SRO sergeant or SRO Corporal or other in similar position supervises 8 or more SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$73,000.00 in the 2025-2026 school year, and \$75,000 in the 2026-2027 school year for supervision costs.

A list of said positions shall be attached hereto as **“Exhibit B” and “Exhibit D.”**

- F. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services.” Law enforcement personnel needed for extracurricular activities involving students, staff or SBOC facilities shall be available through the Agency’s “Off Duty Services” program. This agreement does not guarantee the availability of off-duty officers.

- G. If SBOC receives monies for the “Guardian Program” as established in the Marjory Stoneman Douglas High School Public Safety Act. SBOC will notify the Law Enforcement Agency of this new money.
- H. Provided the Law Enforcement Agency is not in material violation of any of the terms of this Agreement, payment shall be made in two installments (one half of each school year rate) with payments due on or before January 31, 2026, June 30, 2026, January 31, 2027 and June 30, 2027. If SBOC believes that the Law Enforcement Agency is in violation of the terms of this Agreement, SBOC shall deliver written notice to the head of the Law Enforcement Agency of the violation(s) and allow the Law Enforcement Agency thirty (30) days to correct any violation. If SBOC does not provide written notice of the violation and provide the Law Enforcement Agency the opportunity to correct said violation(s), SBOC shall not withhold payment. Additionally, if SBOC provides written notice of a violation and the Law Enforcement Agency corrects the violation(s) within the thirty (30) days, SBOC shall not withhold payment. The Law Enforcement Agency will deliver an invoice to SBOC at least forty-five (45) days prior to the agreed upon payment date.
- I. The Law Enforcement Agency shall submit invoices that reference valid SBOC Purchase Order numbers on all requests for payment. Any invoice submitted as a result of this Agreement shall be submitted in an Excel formatted spreadsheet itemized to identify the SRO, assigned school, and dates of services provided. Non-SRO services shall be billed on a separate Excel Spreadsheet itemized to identify the non-SRO, assigned school, dates of service, and hours on duty. Lump Sum invoices shall not be submitted and will not be accepted for multiple line Purchase Orders.
- J. The Parties recognize that providing law enforcement services to certain extra-curricular school events is a community safety priority. Subject to restrictions found in the applicable collective bargaining agreement (s) regarding detail rates and staffing availability of the Law Enforcement Agency, the Parties will work together to ensure adequate staffing from the Agency during these events. This Agreement does not guarantee the availability of officers to cover these events.

OPTIONAL SERVICES

An SRO or non-SRO’s main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the OCPS District Police for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.

- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.
- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. The assigned SROs and non-SROs will be on the premises of the school as a uniformed presence while the OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of SBOC and the SROs and non-SROs will not participate in screening or searching any student, SBOC employee, or any other person as part of SBOC's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Where staffing levels permit temporary re-assignment of SROs from other schools is permissible. OCPS District Police must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
- F. If the Law Enforcement Agency cannot temporarily re-assign an SRO or non-SRO to another school for the weapons screening program, SBOC will decide if they want to operate the weapons screening with just the assigned SRO or if they want to request an off-duty officer to be present. This agreement does not guarantee the availability of off-duty officers.
- G. Upon receiving a records request from SBOC and as permitted by law and agency policy, any reports or documentation created in the course of a criminal investigation may be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
- H. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs, shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

COOPERATION BETWEEN PARTIES

- A. At the request of the Chief-District Police, the Law Enforcement Agency will submit an individual or combined agency SRO activity log to OCPS District Police by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on SBOC-owned property taken by the SRO or other law enforcement officer while school is in session, or other security related functions carried out by the SRO(s).
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.

- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs activities on SBOC campuses will be coordinated with the Chief-District Police.
- D. Within the first thirty (30) days of school, SRO supervisors will meet with school principals to discuss expectations and cultivate a working relationship. Parties agree this meeting may be conducted in person or virtually.
- E. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- F. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on: school campus, school transportation or involving current or past students, which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for immediate safety of students or personnel, or on the next business day if there is no immediate threat.
- G. Behavior that could be defined as a "petty act of misconduct" shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. The Parties also agree that they will continue to comply with the Collaborative Agreement on School Discipline. If the parties agree that the offense should be handled by the school, the offense will be handled by SBOC. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- H. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- I. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The Parties shall cooperate in informing the student's parents in the event the student is being transported to another location.

- J. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. SBOC personnel shall cooperate with those efforts.
- K. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.
- L. If an SRO becomes aware of any safety and security concerns, the SRO will bring it to the attention of the principal or designee as soon as practicable.
- M. The Law Enforcement Agency will notify the Chief-District Police or their designee within twenty-four (24) hours whenever an SRO is dismissed for misconduct, otherwise disciplined, or discharges their firearm in the exercise of the SROs duties other than for training. For purposes of this paragraph, "otherwise disciplined" means: there was a sustained finding of misconduct by the agency, which the agency will be reporting to the Criminal Justice Standards and Training Commission.
- N. The decision to designate a particular law enforcement officer as a School Resource Officer or the decision to temporarily fill an empty School Resource Officer position with a particular law enforcement officer is solely in the discretion of the Chief of Police or their designee. While the Law Enforcement Agency will engage in communication with the Chief-District Police when the Chief-District Police raises objections to a particular person being assigned to an SRO position, the staffing decision ultimately rests with the Chief of Police or their designee.
- O. The Law Enforcement Agency agrees to notify the Chief-District Police, or their designee, within twenty-four (24) hours once the Agency becomes aware that an SRO has been arrested or whenever an SRO has been newly assigned, transferred, or removed from their school assignment. If an SRO is reassigned, they are required to immediately, but not later than forty-eight (48) hours after the reassignment, return proximity cards and school keys.
- P. The agency shall provide the Chief-District Police, or designee with a roster which includes the proximity card identification number and the officer assigned to each card.
- Q. The Law Enforcement Agency shall notify the Chief-District Police, or designee within twenty-four (24) hours once the Agency becomes aware that a proximity card has been lost or stolen.
- R. Proximity Cards issued to non-SROs shall only be used to participate in scheduled OCPS Active Assailant drills, to respond to critical incidents and in progress criminal activity, or when acting as the SRO.

- S. The Law Enforcement Agency agrees to have in place a social media policy for their agency, which their SROs will be required to follow.
- T. The Agency will promptly respond to SBOC requests for records to assist SBOC with audit requests.

SRO TRAINING

- A. The Agency will assign statutorily qualified individuals to the role of SRO. SBOC will pay for the SRO Basic, Intermediate, and Advanced Certification as funding permits. SBOC will not reimburse for CPTED training.
- B. The Law Enforcement Agency agrees to have all SROs complete mental health crisis intervention training ("CIT") as soon as practical within one year of taking an SRO assignment in compliance with Section 1006.12(1), Florida Statutes.
- C. The Agency will maintain all records related to SRO training.
- D. SBOC shall offer youth mental health awareness and assistance training and will make it available to all SROs and any Law Enforcement Officer who trains SROs.
- E. SBOC shall offer training to all SROs assigned to Special Day Schools or Schools with Exceptional Student Education ("ESE") separate class settings. The parties will strongly encourage attendance by all SROs and Law Enforcement Officers who train SROs.
- F. The Law Enforcement Agency is encouraged to collaborate with the OCPS District Police to select or develop an SRO training curriculum that supports the SBOC's objective of maintaining a positive climate and safe environment in schools.
- G. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the School Based Threat Management Team at each school listed in "Exhibit A," "Exhibit C" and "Exhibit E." The SRO shall complete the Florida Model training pursuant to Florida Administrative Code 6A-1.0019 within sixty (60) days of their assignment to the SRO program. Additionally, pursuant to Florida Administrative Code 6A-1.0019 all SROs and SRO supervisors will take the annual refresher training within the first sixty (60) days of school.
- H. The parties agree threat management meetings may be conducted virtually, through internet/video links if needed to ensure the efficiency of the process. In the event the SRO assigned to the School-Based Threat Management Team is absent or unavailable, a threat management trained law enforcement officer must fulfill the requirement for attendance at the meeting either in person or virtually.

TERM AND TERMINATION

- A. This Agreement shall commence on July 1, 2025, and will terminate on June 30, 2027. The Agreement may be renewed at the end of the contract term for one (1) additional two (2) year period, on the same or substantially similar terms, by mutual written agreement of the Parties.
- B. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a thirty (30) day opportunity to cure any material default.
- C. Neither party may assign this Agreement. However, the Law Enforcement Agency may utilize other agencies to staff non-SRO positions provided that the Law Enforcement Agency has a valid mutual aid agreement with the other agency that allows for such cooperation.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and SBOC schools will be administered through the Chief - District Police and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of SBOC. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face-to-face negotiations beginning in January 2027 in preparation for the 2027-2028 school year, with the intent of having a finalized agreement on or about July 1, 2027. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.
- I. In the event SBOC enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the

parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. SBOC and the Law Enforcement Agency shall mutually agree on a location at each school where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. SBOC will provide workspace for use by SROs or non-SROs in each assigned school. The space shall be secure and climate controlled. The SRO(s) must be the sole occupant to maintain CJIS security protocols.
- D. All body-worn camera recordings captured by the Agency's SROs within the school remain the property and work product of the law enforcement agency. Any requests made to the School Board by a third party for copies of video recordings shall be referred to the Agency's Records Division for handling in accordance with Florida law. The Agency and SBOC further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the SRO's uniform. It is the intention of this Agreement that within the school setting, the body-worn cameras will only be used when taking law enforcement action, or as otherwise authorized by the Agency's policy.
- E. Pursuant to Section 1006.07(4)(a), Florida Statutes, Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the district's safety specialist, must be physically present on campus and directly involved in the execution of active assailant emergency drills. SBOC must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drill at which such law enforcement officers are expected to attend.
- F. To the extent Services provided hereunder pertain to the access of student information, the Law Enforcement Agency shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. 1232g – the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.

- G. Nothing in this Agreement shall be deemed to affect the rights, privileges or constitute a waiver, or limitation, of parties' sovereign immunity protection and limitations of liability pursuant to section 768.28, Florida Statutes.
- H. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at schools within its jurisdiction.
- I. SBOC will, in compliance with Section 1006.07(4)(b)4c, Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. Upon request, SBOC will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, each school will provide access to a school radio to the SRO.
- J. SBOC will provide the Agency with the radio frequencies utilized by SBOC, and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- K. In an emergency, SBOC will make all reasonable efforts to provide the Agency with sufficient physical access to each school facility so the responding agency will have the ability to access the school.
- L. All parties to this agreement will comply with all applicable state and federal laws.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

CITY OF OCOEE

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**

BY: _____
Rusty Johnson, Mayor

BY: _____
Teresa Jacobs, Chair

Date: _____, 2025

Date: _____, 2025

Approved as to Form and Legality

Attest:

BY: _____

BY: _____
Maria F. Vazquez, Ed. D. Superintendent

Date: _____, 2025

This document has been reviewed by the Office of the General Counsel on behalf of The School Board of Orange County, Florida of its exclusive use and reliance, this ____ day of _____, 2025.

BY: _____
Keshara D. Cowans, Staff Attorney

Exhibit "A"

Ocoee Police Department
2025-2026 School Year
Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1	Citrus ES	216	E	1	73,000.00
2	Ocoee ES	1531	E	1	73,000.00
3	Spring Lake ES	841	E	1	73,000.00
4	Thornebrooke ES	235	E	1	73,000.00
5	Westbrooke ES	1562	E	1	73,000.00
6	Ocoee MS	342	M	2	146,000.00
7	Ocoee HS	252	H	2	146,000.00
	Total		7	9	657,000.00

No. of Elementary Schools	5
No. of K-8 Schools	0
No. of Middle Schools	1
No. of High Schools	1
No. of ESE Schools	0
Total No. of Schools	7

Exhibit "B"

Ocoee Police Department
2025-2026 School Year
Reimbursement for School Resource Officer Supervisors

Ocoee Police Department		
"Exhibit B"		
2025-2026 School Year		
	Supervisors	Amount
1	Supervisor	\$73,000.00
TOTAL		\$73,000.00

Exhibit "C"

Ocoee Police Department
2026-2027 School Year
Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1	Citrus ES	216	E	1	75,000.00
2	Ocoee ES	1531	E	1	75,000.00
3	Spring Lake ES	841	E	1	75,000.00
4	Thornebrooke ES	235	E	1	75,000.00
5	Westbrooke ES	1562	E	1	75,000.00
6	Ocoee MS	342	M	2	150,000.00
7	Ocoee HS	252	H	2	150,000.00
	Total		7	9	675,000.00

No. of Elementary Schools	5
No. of K-8 Schools	0
No. of Middle Schools	1
No. of High Schools	1
No. of ESE Schools	0
Total No. of Schools	7

Exhibit "D"

Ocoee Police Department
2026-2027 School Year
Reimbursement for School Resource Officer Supervisors

Ocoee Police Department		
"Exhibit D"		
2026-2027 School Year		
	Supervisors	Amount
1	Supervisor	\$75,000.00
TOTAL		\$75,000.00



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 5

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Authorization to execute a Memorandum of Understanding (MOU) with the National Integrated Ballistic Information Network (NIBIN) with the Orange County Sheriff's Office. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department is seeking authorization to execute a Memorandum of Understanding (MOU) with the Orange County Sheriff's Office regarding participation in the National Integrated Ballistic Information Network (NIBIN). This agreement will allow a certified Crime Scene Investigator (CSI) from the Ocoee Police Department to conduct firearms testing related to cases that occur within the City of Ocoee and to enter fired cartridge cases into NIBIN. This national network supports ballistic evaluations and generates actionable investigative leads in firearms-related cases.

Firearms testing will be conducted in a controlled environment at the Orange County Sheriff's Office. The certification and direct access to NIBIN will significantly streamline the investigative process, allowing for quicker turnaround times on ballistic evidence. This will reduce the department's reliance on the Florida Department of Law Enforcement (FDLE), whose backlogs can delay results for weeks or even months. With this partnership, the Ocoee Police Department anticipates receiving ballistic results within the same week, enabling detectives to develop leads more rapidly and bring cases to resolution more efficiently. Additionally, it will provide greater control over firearms evidence, minimizing chain-of-custody concerns.

Approving this MOU will enhance the department's ability to solve firearms-related cases promptly and will support the efforts of our detectives, evidence and property personnel, and the State Attorney's Office in achieving timely case closures.

Issue:

Should the Honorable Mayor and City Commissioners approve the authorization to execute a Memorandum of Understanding (MOU) with the National Integrated Ballistic Information Network (NIBIN) with the Orange County Sheriff's Office providing for one of Ocoee's Crime Scene Investigators certified to test firearms and enter evidence into the National Integrated Ballistic Information Network?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the authorization to execute a Memorandum of Understanding (MOU) with the National Integrated Ballistic Information Network (NIBIN) with the Orange County Sheriff's Office providing for one of Ocoee's Crime Scene Investigators certified to test firearms and enter evidence into the National Integrated Ballistic Information Network.

Attachments:

1. Memorandum of Understanding National Integrated Ballistic Information Network

Financial Impacts:

There is no financial impact on the City of Ocoee or the Ocoee Police Department.

Type of Item: Consent

MEMORANDUM OF UNDERSTANDING **NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK**

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between Vince L. Ogburn, Sr., the Police Chief of the Ocoee Police Department (hereinafter "CHIEF OGBURN") and John W. Mina, the Sheriff of Orange County, Florida (hereinafter "SHERIFF MINA").

WHEREAS, SHERIFF MINA houses and operates a Brasstrax / Matchpoint Platform System (hereinafter "BRASSTRAX") for the analysis and testing of firearm. bullet casings;

WHEREAS, SHERIFF MINA entered into a Memorandum of Understanding with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (hereinafter "ATF MOU") to access the National Integrated Ballistic Information Network system (hereinafter "NIBIN") utilizing BRASSTRAX;

WHEREAS, SHERIFF MINA as an authorized NIBIN Partner is permitted to provide NIBIN access to another law enforcement agency under certain parameters; and

WHEREAS, CHIEF OGBURN desires to access NIBIN via SHERIFF MINA'S BRASSTRAX in furtherance of criminal investigations;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, SHERIFF MINA and CHIEF OGBURN agree as follows:

CHIEF OGBURN'S RESPONSIBILITIES:

1. CHIEF OGBURN will provide SHERIFF MINA, or his designee, the names, dates of birth, and photo identification of those Ocoee Police Department forensic personnel whom he has designated to access BRASSTRAX (hereinafter "OCOEE PD USERS").
2. CHIEF OGBURN will ensure that the designated OCOEE PD USERS have successfully passed a criminal background investigation, including fingerprint checks, in compliance with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (hereinafter "ATF") NIBIN requirements.
3. CHIEF OGBURN will provide proof that OCOEE PD USERS have successfully completed and passed ATF competency testing as Qualified NIBIN Users.
4. CHIEF OGBURN will provide proof that OCOEE PD USERS have successfully completed and passed the FBI Criminal Justice Information Services training.
5. The Ocoee Police Department shall bear any liability arising from acts undertaken or omissions by the OCOEE PD USERS while on SHERIFF MINA'S premises or utilizing BRASSTRAX. The assigned OCOEE PD USERS shall continue to be compensated and insured by the Ocoee Police Department and are not employees of SHERIFF MINA.
6. OCOEE PD USERS while on SHERIFF MINA'S premises or utilizing BRASSTRAX will comply with SHERIFF MINA'S protocols, procedures, policies, and quality assurance standards.

SHERIFF MINA'S RESPONSIBILITIES:

7. SHERIFF MINA'S BRASSTRAX system is securely housed within the Forensics Unit at 2500 W. Colonial Drive, Orlando, Florida. SHERIFF MINA will provide designated OCOEE PD USERS with unaccompanied access to BRASSTRAX.

8. SHERIFF MINA, through his Forensic Unit Supervisor, will provide scheduled time for OCOEE PD USERS to access BRASSTRAX. OCOEE PD USERS access to BRASSTRAX is secondary to SHERIFF'S operational needs; therefore, SHERIFF MINA reserves the right to change / alter the scheduled OCOEE PD USERS access time as may become necessary.

AUDIT:

9. SHERIFF MINA as an IBIN Partner is subject to auditing by ATP regarding transactions performed and other matters involving BRASSTRAX and NIBIN. CHIEF OGBURN agrees to cooperate in any such audits and provide ATF auditors with any requested information and in-person interview access to OCOEE PD USERS if necessary.

CONFIDENTIALITY:

10. By virtue of OCOEE PD USERS having access to BRASSTRAX at SHERIFF MINA'S facilities, the parties may become privy to sensitive information regarding the other parties' pending investigations. SHERIFF MINA and CHIEF OGBURN agree to keep said information confidential and will refer any requests for public records or information to the responsible investigating agency.

TERM AND TERMINATION:

11. This MOU will be in effect until cancelled or terminated by either party. Either party to this MOU may cancel this agreement, with or without cause, upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, SHERIFF MINA and CHIEF OGBURN have made and executed this MOU on the respective dates under each signature.

Vincent L. Ogburn Sr., Chief of Police, Ocoee

John W. Mina, Sheriff of Orange County

Date

Date

MEMORANDUM OF UNDERSTANDING CRIME SCENE INVESTIGATOR TRAINING

This Memorandum of Understanding (hereinafter MOU) is entered into by and between John W. Mina, as Sheriff of Orange County, Florida (hereinafter OCSO) and Vincent L. Ogburn Sr., as Police Chief of Ocoee, Florida (hereinafter OCPD) (collectively hereinafter the PARTIES).

WHEREAS, OCPD is requesting OCSO'S assistance in providing on the job training to OCPD'S Crime Scene Investigator Keshner Toledo (hereinafter TRAINEE) in firearm testing processes and procedures as well as technical and administrative review of firearm casework (hereinafter TRAINING);

WHEREAS, OCSO has provided similar TRAINING to other Central Florida law enforcement agencies; and

NOW TIHEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the PARTIES agree as follows:

1. OCPD RESPONSIBILITIES

a. OCPD shall bear any liability arising from acts undertaken or omissions by TRAINEE while participating in the TRAINING. OCPD agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in the TRAINING pursuant to this MOU, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

b. TRAINEE shall bring their agency issued equipment with them when participating in the TRAINING, including their vehicles. OCPD shall bear the risk of loss or damage to any equipment provided to their TRAINEE.

c. OCPD is responsible for providing compensation and benefits to its TRAINEE assigned to the TRAINING, including, but not limited to, salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death.

2. OCSO RESPONSIBILITIES

a. OCSO will coordinate and collaborate with OCPD to facilitate the training of the TRAINEE in the skills needed to conduct firearm testing processes and procedures as well as technical and administrative review of firearm casework.

b. OCSO will provide laboratory and field instruction to the TRAINEE. TRAINEE shall comply with the instructions of the Orange County Sheriff's Office Forensics Unit Field Training Officers. Failure to comply shall be justification for termination from the TRAINING.

c. The Orange County Sheriff's Office, Forensics Unit shall evaluate the performance of the TRAINEE and may at its sole discretion terminate from the TRAINING any TRAINEE that fails to satisfactorily complete the tasks and assignments that are part of the training program. Neither the TRAINEE nor OCPD shall have any legal recourse to contest the decision of the Orange County Sheriff's Office Forensics Unit.

d. TRAINEE shall perform CSI activities in the field and laboratory as part of the TRAINING. OCPD and TRAINEE understand that such activities may result in the TRAINEE being subject to subpoena, deposition and court testimony as a result of activities taken on Orange County Sheriff's Office investigations. TRAINEE shall make themselves available for any such prosecutorial activities at no cost to the Orange County Sheriff's Office.

3. CONFIDENTIALITY AND PRNILEGE

During the TRAINING, TRAINEE will be exposed to active criminal investigative information and therefore shall be required to sign a Non-Disclosure as a prerequisite to participation in the TRAINING.

4. RIDE ALONG

During the TRAINING, TRAINEE may be participating in a Ride Along with SHERIFF'S personnel and therefore shall be required to sign a Ride Along Release as a prerequisite to participation in the TRAINING.

5. TERM AND TERMINATION

Either PARTY may terminate this MOU upon thirty (30) days advance 'Written notice to the other.

6. NOTICE

All notices or other writings required to be given, made or sent in this MOU, or which may be given, made or sent by either PARTY to the other, shall be deemed to have been fully given, made or sent when in writing and received as follows:

Orange County Sheriff's Office
Sheriff John W. Mina
P.O. Box 1440
Orlando, FL 32802

Ocoee Police Department
Chief Vincent L. Ogburn Sr.
646 Ocoee Commerce Parkway
Ocoee, FL 34761

7. SOVEREIGN IMMUNITY/THIRD PARTIES

The PARTIES to this MOU are state agencies or political subdivisions as defined in §768.28, Fla.Stat. and agree to be fully responsible for the acts and omissions of their own agents own agents or employees to the extent permitted by law. Nothing herein shall operate as a waiver of the PARTIES' sovereign immunity pursuant to the Florida Constitution and §768.28, Fla.Stat. There are no intended third-party beneficiaries to

this MOU, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this MOU any rights, benefits, or privileges to rely on or demand performance of any provision of this MOU.

SHERIFF OF ORANGE COUNTY

John W. Mina
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____, 2025.

Assistant General Counsel

CHIEF OF POLICE, OCOEE

Vincent L. Ogburn
As Chief of Police, Ocoee, Florida

Date: _____



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 6

Contact Name: Alexis Chentouf
Contact Number: Ext. 3111

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval to Award Invitation to Bid (ITB) #25-005 Asphalt Paving Projects for Fiscal Year 2025. (Procurement Manager Tolbert)

Background Summary: The City of Ocoee, Florida (City) solicited bids from qualified contractors to furnish labor, supervision, materials, equipment, supplies and incidentals for the Asphalt Paving Projects for Fiscal Year 2025 for the milling and resurfacing for sections of Lilly Oaks Subdivision, Montgomery Ave, N Bluford Ave (Silver Star Rd to Railroad Crossing), Rewis St, Flewelling Ave, Maguire Rd (Roberson Rd to City Limit), Peters Ave (13th Ave to Wurst Rd), Silver Glen Subdivision, Vineyards Subdivision, Silver Bend Subdivision, Prairie Lake Village Subdivision (North of Majestic Elm Blvd), Westchester Subdivision, Bowness Ave/ W Silver Star Rd in the City of Ocoee.

The ITB was publicly advertised on March 23, 2025, and opened on April 22, 2025. There were a total of four (4) bids received, ranging from \$2,315,480.62 to \$2,604,001.00. All bids are available in the Finance Department for review. The Public Works and Finance Departments reviewed the bids received and all were considered responsive. Staff recommends awarding the bid to Ranger Construction Industries, Inc., which came in at \$643,519.38 below the estimated budgeted amount of \$2,959,000, per the attached recommendation from Milen Womack, City Engineer.

	Bidder	Total Bid
1.	Ranger Construction Industries, Inc.	\$2,315,480.62
2.	Middlesex Paving, LLC.	\$2,344,065.00
3.	Hubbard Construction Company	\$2,559,855.31
4.	Superior Asphalt, Inc.	\$2,604,001.00

Issue:

Should the Honorable Mayor and City Commissioners award the bid for Asphalt Paving Projects for FY 2025 to Ranger Construction Industries, Inc., as recommended by the City Engineer?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners award ITB #25-005 Asphalt Paving Projects for FY 2025 to Ranger Construction Industries, Inc. in the amount of \$2,315,480.62, and authorize the Mayor, City Clerk, and Staff to execute the required contract documents once the required bonds and insurance are received. Staff also recommend the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Award Recommendation
2. Bid Tabulation
3. ITB #25-005
4. Ranger Proposal
5. Addendum 01
6. Addendum 02
7. Project Drawings

Financial Impacts:

The contract is adequately funded through the Public Works Department Asphalt Resurfacing Budget located in GL 321-541-10-5313.

Type of Item: Consent



Mayor
Rusty Johnson

Commissioners
Scott Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

MEMORANDUM

Date: April 24, 2025

To: Alexis Chentouf, Purchasing Technician

From: Milen Womack, City Engineer


RE: Contract Award Recommendation.
ITB No. 25-005 Asphalt Paving Projects for FY 2025



Public Works recommends award of the Asphalt Paving Projects for FY 2025, ITB No. 25-005, to Ranger Construction Industries, Inc., headquartered in West Palm Beach with offices in Winter Garden, for the low bid of \$ 2,315,480.62. The City received four (4) qualified bids from interested contractors ranging from \$2.3 million to \$2.6 million. All four of the bid prices were within 11% of each other. Ranger Construction Industries, Inc. has been in business since the 1970s and has successfully completed previous projects for the City, including the asphalt resurfacing projects for FY2024. The contract is adequately funded through the Public Works Department asphalt resurfacing budget.

ITB #25-005
ASPHALT PAVING PROJECTS FOR FY 2025
BID TABULATION
04/22/25 2:00 P.M.

BID TABULATION		Hubbard Construction Company		Middlesex Paving, LLC.		Ranger Construction Industries, Inc.		Superior Asphalt, Inc.	
Acknowledged Addendum #1 & #2		✓		✓		✓		✓	
Revised Bid Form		✓		✓		✓			
Bid Security (Bid Bond)		Bid Bond		Bid Bond		Bid Bond		✓	
Company Verification/License Check		Active		Active		Active			
Exceptions		No		No		No		No	
Required Forms		✓		✓		✓			
DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
LILLY OAKS SUBDIVISION									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$910.57	\$910.57	\$2,500.00	\$2,500.00	\$2,410.00	\$2,410.00	\$2,228.60	\$2,228.60
1.25" Milling (Max.)	2,662	\$3.53	\$9,396.86	\$5.00	\$13,310.00	\$4.46	\$11,872.52	\$4.00	\$10,648.00
1.25" Resurface Type SP-9.5 Asphalt Paving	2,662	\$14.54	\$38,705.48	\$14.00	\$37,268.00	\$12.65	\$33,674.30	\$15.00	\$39,930.00
SUB-TOTAL			\$49,012.91		\$53,078.00		\$47,956.82		\$52,806.60
MONTGOMERY AVE									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$1,821.18	\$1,821.18	\$2,500.00	\$2,500.00	\$2,980.00	\$2,980.00	\$5,500.00	\$5,500.00
1.5" Milling (Max.)	3,554	\$2.81	\$9,986.74	\$5.00	\$17,770.00	\$3.20	\$11,372.80	\$4.20	\$14,926.80
1.5" Resurface Type SP-12.5 Asphalt Paving	3,554	\$17.38	\$61,768.52	\$15.00	\$53,310.00	\$12.30	\$43,714.20	\$23.25	\$82,630.50
Temporary Striping and Thermoplastic Final Striping (2 Speed Humps)	1	\$57,176.96	\$57,176.96	\$7,500.00	\$7,500.00	\$52,330.00	\$52,330.00	\$9,000.00	\$9,000.00
SUB-TOTAL			\$130,753.40		\$81,080.00		\$110,397.00		\$112,057.30
N BLUEFORD AVE (SILVER STAR RD TO RAILROAD CROSSING)									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$3,063.08	\$3,063.08	\$2,500.00	\$2,500.00	\$2,730.00	\$2,730.00	\$5,215.00	\$5,215.00
1.5" Milling (Max.)	2,605	\$3.57	\$9,299.85	\$5.00	\$13,025.00	\$4.65	\$12,113.25	\$5.75	\$14,978.75
1.5" Resurface Type SP- 12.5 Asphalt Paving	2,605	\$15.68	\$40,846.40	\$15.00	\$39,075.00	\$16.10	\$41,940.50	\$16.80	\$43,764.00
Traffic Signal Loop System Restoration	1	\$7,206.20	\$7,206.20	\$10,000.00	\$10,000.00	\$10,900.00	\$10,900.00	\$29,300.00	\$29,300.00
Temporary Striping and Thermoplastic Final Striping	1	\$11,076.72	\$11,076.72	\$10,000.00	\$10,000.00	\$10,300.00	\$10,300.00	\$11,050.00	\$11,050.00
SUB-TOTAL			\$71,492.25		\$74,600.00		\$77,983.75		\$104,307.75
REWIS ST									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$3,973.68	\$3,973.68	\$5,000.00	\$5,000.00	\$2,930.00	\$2,930.00	\$5,500.00	\$5,500.00
1.25" Milling (Max.)	4,482	\$2.55	\$11,429.10	\$5.00	\$22,410.00	\$2.60	\$11,653.20	\$3.75	\$16,807.50
1.25" Resurface Type SP-9.5 Asphalt Paving	4,482	\$16.06	\$71,980.92	\$16.00	\$71,712.00	\$11.65	\$52,215.30	\$19.00	\$85,158.00
Temporary Striping and Thermoplastic Final Striping (1 Speed Bumps)	1	\$16,562.34	\$16,562.34	\$10,000.00	\$10,000.00	\$33,250.00	\$33,250.00	\$4,500.00	\$4,500.00
SUB-TOTAL			\$103,946.04		\$109,122.00		\$100,048.50		\$111,965.50

ITB #25-005
ASPHALT PAVING PROJECTS FOR FY 2025
BID TABULATION
04/22/25 2:00 P.M.

BID TABULATION		Hubbard Construction Company		Middlesex Paving, LLC.		Ranger Construction Industries, Inc.		Superior Asphalt, Inc.	
FLEWELLING AVE									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$3,973.68	\$3,973.68	\$3,500.00	\$3,500.00	\$1,380.00	\$1,380.00	\$4,100.00	\$4,100.00
1.25" Milling (Max.)	4,275	\$2.38	\$10,174.50	\$5.00	\$21,375.00	\$2.70	\$11,542.50	\$3.75	\$16,031.25
1.25" Resurface Type SP-12.5 Asphalt Paving	4,275	\$15.54	\$66,433.50	\$14.00	\$59,850.00	\$13.90	\$59,422.50	\$12.90	\$55,147.50
Temporary Striping and Thermoplastic Final Striping (1 stop bar)	1	\$2,953.79	\$2,953.79	\$12,000.00	\$12,000.00	\$6,120.00	\$6,120.00	\$8,000.00	\$8,000.00
SUB-TOTAL			\$83,535.47		\$96,725.00		\$78,465.00		\$83,278.75
MAGUIRE ROAD (ROBERSON RD TO CITY LIMIT)									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$6,374.05	\$6,374.05	\$5,000.00	\$5,000.00	\$18,100.00	\$18,100.00	\$10,500.00	\$10,500.00
1.5" Milling (Max.)	19,768	\$3.66	\$72,350.88	\$5.00	\$98,840.00	\$3.40	\$67,211.20	\$2.85	\$56,338.80
1.5" Resurface Type FC-12.5 Asphalt Paving	19,768	\$17.68	\$349,498.24	\$16.50	\$326,172.00	\$13.90	\$274,775.20	\$15.35	\$303,438.80
Temporary Striping and Thermoplastic Final Striping	1	\$67,409.74	\$67,409.74	\$45,000.00	\$45,000.00	\$62,200.00	\$62,200.00	\$60,000.00	\$60,000.00
SUB-TOTAL			\$495,632.91		\$475,012.00		\$422,286.40		\$430,277.60
PETERS AVE (13TH AVE TO WURST RD)									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$910.57	\$910.57	\$1,000.00	\$1,000.00	\$995.50	\$995.50	\$1,325.00	\$1,325.00
1.25" Milling (Max.)	852	\$9.68	\$8,247.36	\$8.00	\$6,816.00	\$4.60	\$3,919.20	\$5.50	\$4,686.00
1.25" Resurface Type SP-9.5 Asphalt Paving	852	\$25.65	\$21,853.80	\$20.00	\$17,040.00	\$26.55	\$22,620.60	\$20.00	\$17,040.00
Temporary Striping and Thermoplastic Final Striping (1 Stop Bar)	1	\$2,162.60	\$2,162.60	\$2,500.00	\$2,500.00	\$6,120.00	\$6,120.00	\$3,825.00	\$3,825.00
SUB-TOTAL			\$33,174.33		\$27,356.00		\$33,655.30		\$26,876.00
SILVER GLEN SUBDIVISION									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$7,281.08	\$7,281.08	\$1,500.00	\$1,500.00	\$5,130.00	\$5,130.00	\$10,000.00	\$10,000.00
1.25" Milling (Max.)	33,225	\$1.56	\$51,831.00	\$2.00	\$66,450.00	\$2.44	\$81,069.00	\$3.00	\$99,675.00
1.25" Resurface Type SP-9.5 Asphalt Paving	33,225	\$13.00	\$431,925.00	\$11.00	\$365,475.00	\$10.65	\$353,846.25	\$12.25	\$407,006.25
Temporary Striping and Thermoplastic Final Striping	1	\$6,065.82	\$6,065.82	\$10,000.00	\$10,000.00	\$6,120.00	\$6,120.00	\$6,250.00	\$6,250.00
SUB-TOTAL			\$497,102.90		\$443,425.00		\$446,165.25		\$522,931.25
VINEYARDS SUBDIVISION									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$3,642.33	\$3,642.33	\$1,500.00	\$1,500.00	\$5,151.00	\$5,151.00	\$11,000.00	\$11,000.00
1.25" Milling (Max.)	13,935	\$1.72	\$23,968.20	\$2.00	\$27,870.00	\$2.30	\$32,050.50	\$3.30	\$45,985.50
1.25" Resurface Type SP-9.5 Asphalt Paving	13,935	\$13.43	\$187,147.05	\$11.00	\$153,285.00	\$11.30	\$157,465.50	\$12.10	\$168,613.50
Temporary Striping and Thermoplastic Final Striping	1	\$5,274.63	\$5,274.63	\$5,000.00	\$5,000.00	\$6,120.00	\$6,120.00	\$9,000.00	\$9,000.00
SUB-TOTAL			\$220,032.21		\$187,655.00		\$200,787.00		\$234,599.00

ITB #25-005
ASPHALT PAVING PROJECTS FOR FY 2025
BID TABULATION
04/22/25 2:00 P.M.

BID TABULATION		Hubbard Construction Company		Middlesex Paving, LLC.		Ranger Construction Industries, Inc.		Superior Asphalt, Inc.	
SILVER BEND SUBDIVISION									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$4,552.90	\$4,552.90	\$1,500.00	\$1,500.00	\$5,450.00	\$5,450.00	\$9,000.00	\$9,000.00
1.25" Milling (Max.)	22,138	\$1.57	\$34,756.66	\$2.00	\$44,276.00	\$2.15	\$47,596.70	\$3.00	\$66,414.00
1.25" Resurface Type SP-9.5 Asphalt Paving	22,138	\$12.51	\$276,946.38	\$11.00	\$243,518.00	\$10.45	\$231,342.10	\$11.80	\$261,228.40
Temporary Striping and Thermoplastic Final Striping	1	\$4,114.21	\$4,114.21	\$4,500.00	\$4,500.00	\$6,120.00	\$6,120.00	\$9,000.00	\$9,000.00
SUB-TOTAL			\$320,370.15		\$293,794.00		\$290,508.80		\$345,642.40
PRAIRIE LAKE VILLIAGE SUBDIVSION (NORTH OF MAJESTIC ELM BLVD)									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$3,642.33	\$3,642.33	\$1,500.00	\$1,500.00	\$5,660.00	\$5,660.00	\$8,000.00	\$8,000.00
1.25" Milling (Max.)	20,052	\$1.43	\$28,674.36	\$2.00	\$40,104.00	\$2.80	\$56,145.60	\$2.60	\$52,135.20
1.25" Resurface Type SP-9.5 Asphalt Paving	20,052	\$12.58	\$252,254.16	\$11.00	\$220,572.00	\$11.50	\$230,598.00	\$11.35	\$227,590.20
Temporary Striping and Thermoplastic Final Striping	1	\$2,953.79	\$2,953.79	\$12,000.00	\$12,000.00	\$6,120.00	\$6,120.00	\$8,500.00	\$8,500.00
SUB-TOTAL			\$287,524.64		\$274,176.00		\$298,523.60		\$296,225.40
WESTCHESTER SUBDIVISION									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$2,731.75	\$2,731.75	\$2,500.00	\$2,500.00	\$4,670.00	\$4,670.00	\$8,000.00	\$8,000.00
1.25" Milling (Max.)	9,606	\$2.27	\$21,805.62	\$2.50	\$24,015.00	\$2.40	\$23,054.40	\$4.40	\$42,266.40
1.25" Resurface Type SP-9.5 Asphalt Paving	9,606	\$13.97	\$134,195.82	\$11.50	\$110,469.00	\$10.40	\$99,902.40	\$13.65	\$131,121.90
Temporary Striping and Thermoplastic Final Striping	1	\$6,013.08	\$6,013.08	\$6,000.00	\$6,000.00	\$6,120.00	\$6,120.00	\$7,500.00	\$7,500.00
SUB-TOTAL			\$164,746.27		\$142,984.00		\$133,746.80		\$188,888.30
BOWNESS AVE/W SILVER STAR ROAD									
Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	1	\$1,814.01	\$1,814.01	\$2,500.00	\$2,500.00	\$2,870.00	\$2,870.00	\$4,500.00	\$4,500.00
1.5" Milling (Max.)	4,581	\$4.31	\$19,744.11	\$5.00	\$22,905.00	\$2.60	\$11,910.60	\$4.00	\$18,324.00
1.5" Resurface Type SP-12.5 Asphalt Paving	4,581	\$16.87	\$77,281.47	\$13.00	\$59,553.00	\$11.80	\$54,055.80	\$14.15	\$64,821.15
Temporary Striping and Thermoplastic Final Striping	1	\$3,692.24	\$3,692.24	\$100.00	\$100.00	\$6,120.00	\$6,120.00	\$6,500.00	\$6,500.00
SUB-TOTAL			\$102,531.83		\$85,058.00		\$74,956.40		\$94,145.15
TOTAL BASE BID WITHOUT ADD ALTERNATE			\$2,559,855.31		\$2,344,065.00		\$2,315,480.62		\$2,604,001.00
		3		2		1		4	
*License check, submitted forms & references verified only on lowest three firms.									
*Bidders listed in alphabetical order									
*Yellow highlighted amounts represent discrepancies on the Bid Form									
*Missing forms are considered a minor irregularity.									

CITY OF OCOEE

INVITATION TO BID (ITB) #25-005

ASPHALT PAVING PROJECTS FOR FY 2025



ocoee

florida

**TABLE OF CONTENTS
FOR
BID ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025**

BID DOCUMENTS

Section	Page
Legal Advertisement	4
Bid Instructions	5-9
General Terms & Conditions	10-25
<i>List of Subcontractors*, p. 22</i>	
<i>Equipment Listing*, p. 22</i>	
<i>References/Experience*, p. 23</i>	
<i>Summary of Litigation*, p. 23</i>	
<i>Acknowledgement of Addenda*, p. 24</i>	

SCOPE OF WORK, BID FORM, AND PLAN SHEETS

Section	Page
Exhibit A – Scope of Work	26-51
Change Order Form	47-49
Payment Application Form	50-51
Exhibit B – <i>Bid Form*</i>	52-58
Exhibit C – <i>Bid Bond*</i> , Performance, and Payment Bond Forms	59-69
<i>Exhibit D - Conflict of Interest Disclosure Form*</i>	70
<i>Exhibit E - Drug Free Workplace Form*</i>	71-72
<i>Exhibit F - Company Information and Signature Sheet*</i>	73
<i>Exhibit G – Contractor E-Verify Affidavit</i>	74
<i>Exhibit H - Human Trafficking Affidavit</i>	75
<i>Exhibit I - Company Not An Entity Of Foreign Country Of Concern</i>	76

****Submit with Bid***

End Table of Contents

Invitation to Bid, Legal Advertisement

The City of Ocoee, Florida (the “City”) is soliciting sealed bids for the following project: **ITB #25-005 Asphalt Paving Projects for FY 2025**. Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on April 22, 2025**. Bids received after that time or through any other method will not be accepted under any circumstances. Bids that have been timely received will be publicly opened, virtually online and the names of the bidders read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this ITB should be in writing to Alexis Chentouf, Purchasing Technician, Finance Department/Purchasing at achentouf@ocoe.org. No Pre-Bid conference is scheduled at this time. Prospective bidders may secure a copy of the documents required for submitting a bid at no charge through Bonfire by accessing the City’s published solicitation page <https://ocoe.bonfirehub.com>. For more information, please visit <https://www.ocoe.org/323/Purchasing>. Prospective bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire e-Procurement Platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, March 23, 2025.

CITY OF OCOEE
INVITATION TO BID ITB #25-005
ASPHALT PAVING PROJECTS FOR FY 2025

INTENT:

Sealed bids for Bid **ITB #25-005** will be received by the City of Ocoee, hereinafter called “City” or “Owner,” by any person, firm, corporation or agency submitting a bid for the work proposed, hereinafter called “Bidder”, "Respondent", "Contractor", or "Offeror".

The proposed Contract will be for the labor, supervision, materials, equipment, supplies and incidentals for the Asphalt Paving Projects for FY 2025 for the Lilly Oaks Subdivision, Montgomery Ave, N Buford Ave (Silver Star Rd to Railroad Crossing), Rewis St, Flewelling Ave, Maguire Rd (Roberson Rd to City Limit), Peters Ave (13th Ave to Wurst Rd), Silver Glen Subdivision, Vineyards Subdivision, Silver Bend Subdivision, Prairie Lake Village Subdivision (North of Majestic Elm), Westchester Subdivision, Bowness Ave, in the City of Ocoee, as listed under the “Scope of Work/Bid Form” sections of this Invitation to Bid.

BIDDING INSTRUCTIONS:

- A. Each Bidder shall furnish the information required on the bid form supplied and each accompanying sheet thereof on which an entry is made. Bids submitted on any other format shall be disqualified. Please check your prices before submission of bid, as no changes will be allowed after bid opening. Bids must be typewritten or handwritten using ink. Do not use pencil. No erasures are permitted. Mistakes may be crossed out and the correction typed adjacent and must be initialed and dated by the person signing the bid. Bid documents must be signed by a legally responsible representative, officer, or employee and should be properly witnessed and attested. All bids should also include the name and business address of any person, firm, or corporation interested in the bid, either as a principal, member of a firm, or general partner. If the Bidder is a corporation, the bid should include the name and business address of each officer, director, and holder of 10% or more of the stock of such corporation.
- B. The City will receive questions regarding this ITB through the Bonfire Platform or through written inquiries directed to Alexis Chentouf, Purchasing Technician at achentouf@ocoe.org. Deadline for receipt of written inquiries will be **April 15, 2025, at 2:00 p.m., local time**. Any clarifications/changes will be made by way of written addenda only, issued by the Finance Department/Purchasing. Bidders should not contact City staff, with the exception of the Procurement Manager, or other City consultants for information regarding this ITB before the Bid award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- C. Prospective Bidders may secure a free copy of the documents required for submitting a Bid through the Bonfire platform by accessing the City’s published solicitation page at <https://ocoe.bonfirehub.com>. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective Bidders will be provided with all information regarding this ITB, addenda, and changes to the project requirements through the Bonfire platform; there is no charge to use the Bonfire platform. Partial sets of the documents required for submitting a Bid will not be issued.

The City is **ONLY** accepting electronic solicitation responses online through the City’s Bonfire platform at <https://ocoe.bonfirehub.com>. This link can also be accessed through the City’s website at

<https://www.ocoe.org/323/Purchasing> under the *Current Open Solicitations* menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. 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 bid 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, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- D. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received and by Bonfire no later than **2:00 p.m., local time, on April 22, 2025**. Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **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.

- E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:
- a) Bid Security in the form of a Cashier's or Certified check or Bid Bond;
 - b) Addenda acknowledgement, if applicable;
 - c) List of References/Experience;

- d) List of Subcontractors/Temporary Worker Agencies;
- e) Equipment Listing;
- f) Summary of Litigation;
- g) Bid Form
- h) Conflict of Interest Disclosure Form
- i) Drug free workplace form
- j) Company information/signature sheet
- k) Contractor E-Verify Affidavit
- l) Human Trafficking Affidavit
- m) Company Not an Entity of Foreign Country of Concern
- n) Any other information specifically called for in these Bid Documents.

F. Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E. The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.

G. A Pre-Bid Conference has not been scheduled for this project.

H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.

I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:

- a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
- b) Evidence of collusion between or among Bidders;
- c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

J. 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 bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property

to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a award with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See s. 287.133(2) (a), Florida Statutes.]

- K. FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection. Bidders are requested, however, to identify specifically any information contained in their bids that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City 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.
- L. 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@ocoe.org, WITH AN OFFICE LOCATED AT 1 N. BLUFORD AVENUE, OCOEE, FLORIDA 34761.

- M. No bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for the bid opening. A request for withdrawal or a modification of a bid may be submitted to the Purchasing Agent, in writing, at any time prior to the deadline for submitting bids. After expiration of the deadline for receiving bids, no bid may be withdrawn or modified.**

The City reserves the right to accept or reject any or all bids, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any bid, or to re-advertise for new

bids. The City may accept any item or group of items of any bid, unless the Bidder qualifies its bid by specific limitations. The City may accept one or more bids 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 Bidder which, in the City's sole discretion, is the most responsive and responsible Bidder. The City reserves the right, as an aid in determining which bid is responsible, to require a bidder to submit such additional evidence of Bidder'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 Bidder, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all bids.

(Remainder of page left blank intentionally.)

GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

- a) Each proposal must be accompanied by Bid Security in the form of a Cashier's/Certified Check or company check upon an incorporated bank or trust company **or** a Bid Bond in an amount equal to five percent (5%) of the amount of the bid. A combination of any of the former is not acceptable. Cash will not be accepted as Bid Security. The Bid Security is submitted as a guarantee that the respondent, if awarded the Contract, will after written notice of such award, enter into a written Contract with the City and as a guarantee that the respondent will not withdraw its bid for a period of ninety (90) days after the scheduled closing time for the receipt of bids, in accordance with the accepted bid and bid documents. Please note checks will be deposited.
- b) A copy of the bid security is to be included with the bid submitted electronically Bonfire. The original bid security is to be mailed within five (5) business days after the bid opening to: City of Ocoee, Finance Department/Purchasing, Attention: Alexis Chentouf, Purchasing Technician, 1 N. Bluford Avenue, Ocoee, FL 34761. Failure to provide the original bid security will cause your bid to be deemed non-responsive.
- c) In the event of withdrawal of said bid within ninety (90) days following the opening of bids, or respondent's failure to enter into said contract with the City or failure to provide the City with other requirements of the contract documents or the bid invitation after issuance of Notice of Intent to Award by the City, then such respondent shall be liable to the City in the full amount of the check or bid bond and the City shall be entitled to retain the full amount of the check or to demand from the Surety the penal sum of the bid bond as liquidated damages and not a penalty.
- d) Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond.
- e) The cost of the required bond and required insurance coverage is to be included in the respondent's overhead and is not eligible for reimbursement as a separate cost by the City.
- f) The checks of the three (3) most favorable respondents will be returned within three (3) days after the City and the successful respondent have executed the contract for work or until the 91st day after bid opening, whichever is earlier. The remaining checks will be returned within thirty (30) days after the opening of bids. Bid Bonds will be returned upon request following the same criteria as a check.

2. PERFORMANCE AND PAYMENT BONDS

(Required if Project is over \$200,000.00.)

- a) The Successful Bidder shall furnish the City with a State of Florida 100% Performance and a 100% Payment Bond written by a Surety Company acceptable to the City. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. The attached Performance and Payment Bond Forms shall be used.
- b) The cost of the Payment and Performance Bonds shall be borne by the Successful Respondent. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bonds. The date of the certification cannot be earlier than the Agreement.

3. DEFAULT:

As a result of bids received under this Invitation, the award of the contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Contractor not meet the delivery deadline(s) set forth in the specifications or should the Contractor fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Contractor in default and terminate the whole or any part of the contract. Upon declaring the Contractor in default and the contract in whole or in part, the City may procure and/or cause to be delivered the equipment, supplies, or materials specified, or any substitutions thereof and the Contractor shall be liable to the City for any excess costs resulting therefrom. In the event the Contractor has been declared in default of a portion of the contract, the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this paragraph. Where the Contractor fails to comply with any of the specifications, except for delivery deadline(s), the City may, in its discretion, provide the Contractor with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specified period of time. Such notification shall not constitute a waiver of any of the City's rights and remedies hereunder.

4. **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.

5. PATENT INDEMNITY:

Except as otherwise provided, the successful Bidder 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 the construction contract.

Further, the Respondent shall fully indemnify, defend, 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.

6. PRICING:

Pricing should be provided as indicated on the Scope of Work/Bid Sheet attached, to include any alternate bids. Please note that alternate bids will not be accepted unless specifically called for on the Scope of Work/Bid Sheet. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct. Cost of preparation of a response to this bid is solely that of the bidder and the City assumes no responsibility for such costs incurred by the bidder.

The Bid form should not be completed in pencil. All entries on the Bid form shall be legible. The City reserves the right, but does not assume the obligation, to ask a Bidder to clarify an illegible entry on the Bid form. If the Bid form requires that the Bid price, or constituent portions of the Bid price, be stated in unit prices and total price; the unit prices and the total price for the stated number of units identified on the Bid form should be provided by the Bidder and be correctly computed. If there is an arithmetical conflict, between the unit price stated by the Bidder on the Bid form and the total price stated by the Bidder on the Bid form, the unit price stated by the Bidder on the Bid form shall take precedence. The City may unilaterally correct such arithmetical conflict on the Bid form to calculate the total price, utilizing the unit prices that have been identified by the Bidder. The taking of such action by the City shall not constitute grounds for the Bidder to withdraw its bid nor shall it provide a defense constituting discharge of the bid bond. The City reserves the right, but does not assume the obligation, to waive any mistake, omission, error or other irregularity that may appear on the Bid form. However, the City reserves the right to reject as non-responsive Bid forms that are incomplete or contain information that is not required.

- a) The Bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and unused (unless specifically so stated) and that the quality has not deteriorated so as to impair its usefulness.
- b) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- c) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor;
- d) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (s. 542.18, Florida Statutes, and all applicable federal regulations);
- e) Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Purchasing Division; and
- f) Bidder agrees that supplies/services furnished under this quotation, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

7. DISCOUNTS:

- a) Trade and time payment discounts will be considered in arriving at new prices and in making awards, except that discounts for payments within less than 30 days will not be considered in evaluation of bids. However, offered discounts will be taken for less than 30 days if payment is made within discount period.
- b) In connections with any discount offered, time will be computed from date of delivery and acceptance at destination, or from the date correct invoice is received in the office of Finance, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of City Check.

8. SAMPLES:

Samples of items, when required, must be furnished free of expense to the City and, if not called for within fifteen days from date of bid opening, same will be disposed of in the best interest of the City.

9. AWARD CRITERIA:

The contract will be recommended to be awarded to the overall lowest most responsive and responsible Bidder according to the following criteria:

- Compliance with scope of work, specifications, terms, and conditions
- Bid price, the City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates.
- Warranty offered
- Experience with similar work
- Successful reference check

10. LITERATURE:

If required by the scope of work, or the specifications, descriptive literature/brochures shall be included with this bid in order to properly evaluate make/model offered. Bids submitted without same may be considered non-responsive and disqualified.

11. BID PROTESTS:

All Bid Protests shall be submitted to the Procurement Manager in the following manner:

1. A Bidder **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. 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 bidding 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). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. 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.
4. The bid protest **shall** be filed with the Procurement Manager 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.
5. 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.

12. PAYMENT TERMS:

Payment will be based upon monthly applications for payment properly submitted by the Contractor to the Owner and based upon the percentage of work complete. Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders. All retainage amounts shall be paid when the work is complete, unless otherwise stated in the contract. Payment for all applications for payment for work properly completed shall be made, not later than the Twenty-fifth (25th) business day after the date on which the properly submitted Application for Payment is initially received by the Owner.

No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services, have been received and accepted by the City in the quality and quantity ordered.

Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City of Ocoee, Florida has the following tax exemption certificates assigned:

- Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and
- Pursuant to Chapter 212, Florida Statutes, the City is exempt from federal excise, state, and local sales taxes.

13. CONTRACT:

- a) The successful Bidder, hereinafter referred to as “Contractor,” will be required to enter into a contract with the City. The contract shall be a written agreement similar to the ASCE standard construction contract or City-issued purchase order. Construction time will be sixty (60) days from the Notice to Proceed for substantial completion and one hundred and twenty (120) days from the Notice to Proceed for final completion.
- b) The City may in its sole discretion award any additional work, whether in the existing area, or in any additional area, to any third party, or such work may be performed by the City’s employees. Contractor will be expected to cooperate with any or all other Contractors who may be performing work for the City.

14. SAFETY/OSHA REQUIREMENTS:

The Bidder guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, and any applicable environmental regulations.

- a) All contractors are required to comply with the Congressional Federal Register (CFR) of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry, Part 1926, and CFR 1910, General Industry Standards, that are applicable in construction work.
- b) The prime contractor is not only responsible for the safety aspects of his operation and employees, **but** also that of all subcontractors on the job site.
- c) Assure that a certified first aid person is designated, phone numbers of physicians, hospital and ambulance services are posted (copy to Personnel Director, City of Ocoee) and that a first aid kit is available.
- d) All individuals are required to wear hard hats on all construction sites.

- e) Provide personal protective equipment that may be required for jobs in progress (e.g.: hard hats, safety glasses, respirators, ear protection, long pants and shirts, etc.).
- f) Observe the speed limit on City property.
- g) Construction areas cleaned **daily**; excavations must be barricaded or flagged until backfilled. In some cases, bracing, shoring and sloping may be required.
- h) Scaffolds shall have guard rails on all open sides and secured to prevent displacement.
- i) Powder actuated stud guns or low velocity and/or similar powder actuated tools require eye and ear protection as well as to ensure that all unauthorized personnel are well clear.
- j) Welding and cutting - a fire watch and appropriate fire extinguisher shall be provided and combustible materials cleaned up.
- k) All heavy equipment must have, where applicable, (a) back-up alarms, (b) boom angle indicator, (c) load chart, (d) reeving, (3) fire extinguisher, (f) condition of hook and other items in accordance with OSHA 1926.550 and ANSI B30.5.
- l) Construction material shall not be stored so as to block exits.
- m) Ground fault circuit interrupters are required on all electrical circuits not part of the permanent wiring of the building.
- n) Personal fall protection must be provided at elevations exceeding ten (10) feet.
- o) Per City Ordinance, any Contractor using construction dumpsters within the City of Ocoee must obtain these services through Superior Waste Services of Florida, Inc.

15. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the Bidder's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. Submit the attached drug free workplace form with bid documents. **Bidder must complete and submit the attached Drug-Free Workplace Form with bid.**

16. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that the Bidder does not and will not maintain or provide for the Bidder's employees any segregated facilities at any of the Bidder's establishments and that the Bidder does not permit the Bidder's employees to perform their services at any location, under the Bidder's 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 room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed contractors for specific time periods) the Bidder will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Bidder will retain such certifications in the Bidder's files.

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.

17. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

The Bidder declares by submission of a bid package that the only persons, or parties interested in their bid are those named herein, that this bid 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 the Agreement for this project.

The Bidder certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder 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, the Bidder agrees to immediately notify the City in writing. **Bidder must submit the attached Conflict of Interest Disclosure Form.**

The Bidder further declares that a careful examination of the scope of services, instructions, and terms and conditions of this bid has occurred, and that the bid is made according to the provisions of the bid documents, and will meet or exceed the scope of services, requirements, and standards contained in the Bid documents.

Bidder agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Bidder offers and agrees that if this negotiation is accepted, the Bidder 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 Bidder. The bid constitutes a firm and binding offer by the Bidder to perform the services as stated.

18. PUBLIC ENTITY CRIME STATEMENT:

All invitations 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 paragraph (2)(a) of Section 287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

All Bidders who submit a Bid or Request for Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133 (2)(a), Florida Statutes.

19. SCRUTINIZED COMPANIES:

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that the Bidder 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 Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder 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. Bidder 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 Bidder 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.

20. Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders 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 Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

21. PERMITS/LICENSES/FEEES:

- a) Any permits, licenses or fees required will be the responsibility of the contractor; no separate payments will be made. Permit fees are waived for any City of Ocoee permits required.
- b) The City requires a City of Ocoee registration if permitting is required. Please contact the City's Building Department at (407)905-3100 extension 1000, directly for information concerning this requirement.
- c) Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the contractor.

22. 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.

23. INSURANCE REQUIREMENTS:

The Contractor 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 Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor 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 by 440.57, Florida Statutes.

- a) 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 General Contractor and/or subcontractor providing such insurance.
- b) Workers' Compensation Insurance: The Contractor 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 Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor 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 Contractor. 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 Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected.

- Include Waiver of Subrogation in favor of the City of Ocoee
- c) Contractor's Public Liability and Property Damage Insurance: The Contractor 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 Contractor 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 Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
 - 1) 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
 - 2) 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 Contractor 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
 - 3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.
 - 4) Owner's Protective Liability Insurance: **n/a for this project.**
 - 5) Contractual Liability: If the project is not bonded, the Contractor'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
 - 6) Commercial Umbrella:
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability
 - 7) Builders Risk: **n/a for this project**
 - 8) Certificates of Insurance: Certificate of Insurance Form (see sample attached), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:

- The name of the Insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, 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.

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	INSURERS AFFORDING COVERAGE		NAIC #
Contractor's Name Address	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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk				☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 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 OCOE01 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
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ACORD 25 (2001/08)

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SAMPLE

23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

24. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

25. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE
NUMBER/EMAIL ADDRESS/NAME OF CONTACT

Have you any similar work in progress at this time? Yes ___ No ___.

Length of time in business _____

Have you ever failed to complete work awarded to you? If so, where and why?

Bank or other financial references:

(Attach additional sheets if necessary)

26. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

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)

27. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

(remainder of page left blank intentionally)

CITY OF OCOEE
ITB #25-005
ASPHALT PAVING PROJECTS FOR FY 2025

LILLY OAKS SUBDIVISION
MILL AND RESURFACING

REWIS STREET
MILL AND RESURFACING

FLEWELLING AVE
MILL AND RESURFACING

MAGUIRE ROAD (ROBERSON RD TO CITY LIMIT)
MILL AND RESURFACING

PETERS AVE (13TH AVE TO WURST RD)
MILL AND RESURFACING

SILVER GLEND SUBDIVISION
MILL AND RESURFACING

VINEYARDS SUBDIVISION
MILL AND RESURFACING

SILVER BEND SUBDIVISION
MILL AND RESURFACING

PRAIRIE LAKE VILLAGE SUBDIVISION (NORTH OF MAJESTIC ELM)
MILL AND RESURFACING

WESTCHESTER SUBDIVISION
MILL AND RESURFACING

BOWNESS AVE
MILL AND RESURFACING

SCOPE OF WORK

The City of Ocoee, Florida (City) is soliciting bids from qualified contractors to mill and resurface using SP-9.5, SP-12.5 and FC-12.5 Asphaltic Concrete. Refer to description of services and technical specifications provided herewith. All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" Latest Edition, and "Roadway and Traffic Design Standards" Latest Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards.

All work is to be done in accordance with the drawings prepared by the City of Ocoee, the Measure and Payment section, below, and other bid documents. The total base bid price must include all costs required to complete the work, whether or not the materials and labor are explicitly listed. Quantities shown in the Bid Form are summarized from the plans. Such quantities are provided as an aid to preparing bids and are not binding on City as minimum quantities. Payment will be based on installed and accepted quantities.

Work is to be performed during normal business hours of Monday through Friday between 7 am – 5 pm. Any work performed outside of these standard work hours must be authorized by the City of Ocoee Public Works Director.

The City reserves the right to omit one or more bid items, as may be required to stay within the available project budget, when the work is awarded. If this occurs, the City or Contractor may seek to negotiate price changes for lump sum bid items that relate to the overall quantity of work, such as mobilization or maintenance of traffic. Should the City instead award one or more of the add-alternate bid items, no increases in lump sum unit prices will be permitted, as the add-alternate item bids should be inclusive of all additional effort and costs related to that work.

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establish the basis upon which payment will be made. Contractor is required to visit sites and field estimate existing and required striping quantity for Lump Sum Bid.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. CITY or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS (IF APPLICABLE)

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of excess material)
- Replacement of unpaved roadways, grass and shrubbery plots
- Cleanup
- Testing and placing system in operation
- Any material and equipment required to be installed and utilized for tests
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic (Temporary Traffic Control)
- Appurtenant work as required for a complete and operable system

- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction
- Relocation and/or replacement of mail boxes disturbed by construction
- Furnishing adequate sanitary facilities for workers
- Adjustment of valve boxes
- Erosion control mechanisms
- Maintaining Driveway Access for Residences
- Tack for Asphalt

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the CITY in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the CITY at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

A Change Order is a written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement. Refer to Change Order Form attached.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The CITY shall issue a written order to the CONTRACTOR directing him to make the change. If the CITY feels that the Contract price should be reduced as a result of the change, the CITY shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

1.09 BID ITEMS

The following numbered paragraphs explain each of the bid items listed on the Bid Form. The paragraphs explain what is included in each item and how it will be paid.

1.00 Lilly Oaks Subdivision

1.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

1.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

1.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

2.00 Montgomery Ave

2.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

2.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

2.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

2.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

3.00 Bluford Ave (Silver Star Rd to Railroad Crossing)

3.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be

responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

3.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

3.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

3.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

3.05 Traffic Signal Loop System Restoration

Payment for Traffic Signal Loop shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing loop system at intersection signals. Should the contractor decide to visit site, please contact Purchasing to schedule an appointment with the City Traffic Technician.

4.00 Rewis St

4.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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4.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.25" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

4.03 Asphalt Pavement Resurface

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment for the replacement of the speed hump shall be included in this item. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

4.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity. Striping shall also include coloring the speed bump to its existing color and all required striping approaching the speed bump in either lane.

5.00 FLEWELLING AVE

5.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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5.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.25" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

5.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

5.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

6.00 MAGUIRE ROAD (Roberson Rd to City Limit)

6.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary

to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

6.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1.5" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

6.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

6.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

7.00 Peters Ave (13th Ave to Wurst Rd)

7.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment

and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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7.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

7.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

7.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

8.00 Silver Glen Subdivision

8.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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8.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

8.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course overlay shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping

and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

8.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

9.00 Vineyards Subdivision

9.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

9.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of

specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

9.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

9.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

10.00 Silver Bend Subdivision

10.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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10.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

10.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

10.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

11.00 Prairie Lake Village Subdivision (North of Majestic Elm)

11.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

The lump-sum mobilization Bid Price in the Proposal should be limited to a maximum of five percent (5%) of the total Contract Price. Mobilization costs, estimated by the Contractor, that exceed five percent (5%) may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the five percent (5%) limit on the mobilization Bid Item, the amount exceeding this limit will be paid upon Final Acceptance of the Work. The City will evaluate the Total Base Bid including alternates as the basis of review and award provided the total bid is within budget. For clarification, Mobilization shall be 5% of the total bid amount plus Add Alternates. Bidder must Bid an all Bid items including the Add Alternate.

11.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

11.03 Asphalt Pavement Resurfacing

Payment for constructing asphaltic concrete surface course shall be made at the Contract unit price per square yard (SY) placed and accepted, as shown on the Drawings, and shall be full compensation for all labor, material and equipment required to do the work. Payment shall include quality control testing, cleaning, sweeping and tack coat. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the CITY or CITY's representative. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 334 – Superpave Asphalt Concrete. Note: Warm Mix Asphalt is an acceptable option, per the Contractor's request.

11.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

12.00 Westchester Subdivision

12.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and

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12.02 Milling

Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

12.03 Asphalt Pavement Resurfacing

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12.04 Temporary Striping and Thermoplastic Final Striping

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13.00 Bowness Ave

13.01 Mobilization / Demobilization and General Requirements and Restoration

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and if necessary the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations. The cost of bonds, required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item. Permitting is excluded and not the responsibility of the contractor. City of Ocoee shall provide (if necessary) custom signs or message board, only. In addition, payment for Quality Assurance Soil Testing, general Temporary Traffic Control and General Construction Requirements, unless stated under separate bid items, shall be included under this bid item and shall include the CONTRACTOR's overhead costs related specifically to this Contract. The contractor shall also be responsible for miscellaneous concrete and asphalt damage caused by paving equipment or trucks that must be traveled over to access paving areas. This includes valley gutters and concrete drives and sidewalks or brick pavers, asphaltic concrete that may be damaged during construction activities. Demobilization shall be the work of removing temporary facilities from the site. The cost of any fencing, signs, markings, and other items necessary to secure each work site and to notify the public as to the hazards present is explicitly included in this bid item. Insurance and indemnification costs are part of this bid item.

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Payment for milling existing asphaltic concrete pavement shall be made at the Contract unit price per square yard (SY), and shall include full compensation for all labor, material and equipment required to complete the work. Payment includes full compensation for all materials and equipment required to mill a MAXIMUM of 1" of existing asphaltic pavement, as shown on the drawings, hauling, and cleaning up of milled material, labor and other incidentals. The measurement for payment under this item shall be the actual number of square yards of specified road satisfactorily milled. For Quality Control, if additional milled material is removed caused by scabbing, the contractor must immediately contact the City for direction. All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

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13.04 Temporary Striping and Thermoplastic Final Striping

Payment for temporary striping and thermoplastic final striping, stop bars required at each stop sign and RPMs shall be made at the Contract Lump Sum (LS), and shall be placed and accepted, based on the existing striping along the road, intersections and cross walks. City recommends contractor visit site to determine quantity.

Contractor Qualifications

The prime contractor submitting a bid shall be preapproved for the associated FDOT Work Classes for Flexible Paving and Hot Plant-Mixed Bituminous Courses. The party responsible for all work related to the improvements, which may be a subcontractor, will be required to hold the same preapproved FDOT Work Classes. A City of Ocoee right-of-way permit will be required for all improvements. Contractor will be required to secure a right-of-way permit the cost of which will be waived by the City, and to schedule and pass related inspections performed by City staff. A state-licensed electrician will be required to secure a building permit for the electrical power requirements of the work, if any.

Shop Drawings

Where required, the Contractor shall furnish shop drawings to the City in sufficient time to allow a thorough review by City staff while not delaying progress of the work. Shop drawings shall be provided as three complete sets of drawings and specifications. Two sets will be returned to the Contractor; the City will retain one set. All sets returned to the Contractor will be stamped by the City indicating its decision as to the acceptability of the proposed material and manner of incorporation into the work. Any work not provided or installed in accordance with the approved shop drawings and/or the plans and specifications will be rejected by the City and must be replaced with acceptable material and/or workmanship prior to payment.

Construction Schedule

The construction period is **60 calendar days to substantial completion** and **120 calendar days to final completion**. Substantial completion is the point where all facilities may be used for the purpose intended with no significant “punch list” items remaining to be resolved. Note that there is no restoration phase of the work. Each bid item includes related restoration work as part of the bid item. Thus, any facility for which restoration has not been completed and accepted by the City cannot be considered to have reached the point of substantial completion. The construction warranty period begins on the date of substantial completion, which will be recorded using a certificate issued by the City and acknowledged by the Contractor.

The Contractor will be required to furnish a confirmed start date and construction phasing schedule to the City at the preconstruction conference so the period of construction can be determined for each part of the work. The City can delay the start date shown on the Notice to Proceed to allow a reasonable time for approval of shop drawings, mobilization, and similar start-up actions. The City may levy liquidated damages in the amount of \$250 for each day beyond the final completion date shown on the Notice to Proceed.

The number of unfavorable weather days that are not included in the 60-day construction period to Final Completion. The City will evaluate any time extension sought by Contractor in light of these built-in time considerations.

Warranty Period

The Contractor is to provide a minimum one-year warranty beginning on the date of substantial completion, as recorded on a certificate of substantial completion issued by the City to the Contractor. The City will perform periodic inspections of the work and note any items that require correction. Unless posing a danger to the public, potentially leading to further damage to the affected improvement if not corrected, the City will normally wait to compile a list of all required corrective actions and transmit it to the Contractor near the end of the warranty period.

The period allowed for correction of all noted warranty repair issues is generally 30 days, but may be extended in consideration of the need to fabricate or receive necessary materials, arrange for the work to be performed by a subcontractor, and other reasonable causes. The notice of required corrective action will include the period allowed for correction. The City may levy liquidated damages in the amount of \$250 for each day beyond the final completion date shown on the notice. Any corrective work provided may be subject to a warranty extension determined by the City, but in no case longer than one year in duration from the date of correction.

Payments

Contractor will be required to use the attached progress payment form and the final payment will need to be accompanied by a release of lien from all subcontractors and suppliers.

END OF SECTION



CITY OF OCOEE
1 N. Bluford Avenue
Ocoee, Florida 34761

ITB #25-005 ASPHALT PAVING PROJECTS FY 2025

CHANGE ORDER FORM

DATE: _____ PURCHASE ORDER: _____

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE \$0.00

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDERS \$0.00

Net Increase (Decrease) Resulting from this CHANGE ORDER **[\$0.00]**

The current CONTRACT PRICE including this CHANGE ORDER **[\$0 .00]**

Original CONTRACT COMPLETION DATE: [original contract date]

Current CONTRACT COMPLETION DATE adjusted by previous
CHANGE ORDERS [current contract date]

Net Increase Resulting from this CHANGE ORDER **[number] days**

Current CONTRACT COMPLETION DATE including this
CHANGE ORDER **[new contract date]**

CHANGES ORDERED:

I. REQUIRED CHANGES

II. JUSTIFICATION

III. NARRATIVE OF NEGOTIATIONS

IV. PAYMENT

V. APPROVAL AND CHANGE AUTHORIZATION

This proposed change to the Contract requires approval by the Ocoee City Commission or the City Manager, dependent upon project approval authority, in order to supplement the project budget to fund the changes. It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract 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 OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

CITY OF OCOEE, FLORIDA

By: _____
Signature

Date: _____

Title: _____

ACCEPTED BY:

[contractor name]

By: _____
Signature

Date: _____

Title: _____

APPROVED BY:

CITY OF OCOEE, FLORIDA

By: _____
Public Works Director

Date: _____

By: _____
Director of Finance

Date: _____

By: _____
City Manager

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
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: _____
City Attorney

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress Payment _____ Final Payment _____
Contractor: _____ Contract Date: _____
Application Date: _____ For Period Ending _____
City Project No.: _____ Account No.: _____ P.O. No.: _____
Project Name: **ITB #25-005 Asphalt Paving Projects for FY 2025**
Construction Start Date: _____ End Date: _____
Construction Days - Elapsed: _____ Remaining: _____

1. Original Contract Amount \$ _____
2. Sum of Approved Change Orders to Date (from Table) \$ _____
3. Current Contract Amount (Sum of Lines 1 and 2) \$ _____
4. Total of Prior Pay Applications (including retainage) \$ _____
5. Amount of this Pay Application (including retainage;
from Bid Item Quantity Spreadsheet) \$ _____
6. Total Earned to Date (Sum of Lines 4 and 5) \$ _____
7. Retainage Held from Prior Pay Applications \$ _____
8. Retainage to Be Held in this Pay Application \$ _____
9. Total Retainage Held to Date (Sum of Lines 7 and 8) \$ _____
10. Total Earned to Date Less Retainage (Line 6 minus Line 9) \$ _____
11. Total Earned less Retainage for this Pay Application
(Line 5 minus Line 7) \$ _____

Approved Change Orders

Change Order No.	Date Approved by City	Date Accepted by Contractor	Total Change in Contract Price
Total (Write in Line 2, above)			

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____

STATE OF _____

Before me on this _____ day of _____, 20__, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that(s) he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

Notary Public
My Commission Expires _____

Payment shown on Line 11 is recommended by City's Resident Project Representative:

By: _____
(Authorized Signature)

Date: _____

Owner's Approval

By: _____
(Authorized Signature)

Date: _____

(Title)

EXHIBIT B
BID FORM (Page 1 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

ITEM NO. 1		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Lilly Oaks Subdivision				
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
1.02	1.25" Milling (Max.)	SY	2662		
1.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	2662		
				SUB-TOTAL:	

ITEM NO. 2		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Montgomery Ave				
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
2.02	1.5" Milling (Max.)	SY	3554		
2.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	3554		
2.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

BID FORM (Page 2 of 7)**ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025****BID SUBMITTED BY** _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 3	N Bluford Ave (Silver Star Rd to Railroad Crossing)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
3.02	1.5" Milling (Max.)	SY	2605		
3.03	1.5" Resurface Type SP- 12.5 Asphalt Paving	SY	2605		
3.04	Traffic Signal Loop System Restoration	1	1		
3.05	Temporary Striping and Thermoplastic Final Striping	1	1		
				SUB-TOTAL:	

ITEM NO. 4	Rewis St	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
4.02	1.25" Milling (Max.)	SY	4482		
4.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	4482		
4.04	Temporary Striping and Thermoplastic Final Striping (Speed Bump)	LS	1		
				SUB-TOTAL:	

BID FORM (Page 3 of 7)**ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025****BID SUBMITTED BY** _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 5	Flewelling Ave	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
5.02	1.25" Milling (Max.)	SY	9555		
5.03	1.25" Resurface Type SP-12.5 Asphalt Paving	SY	9555		
5.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1		
				SUB-TOTAL:	

ITEM NO. 6	Maguire Road (Roberson Rd to City Limit)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
6.02	1.5" Milling (Max.)	SY	19,768		
6.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	19,768		
6.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

BID FORM (Page 4 of 7)**ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025**

BID SUBMITTED BY _____ FL CONTRACTOR LICENSE # _____

ITEM NO. 7	Peters Ave (13 th Ave to Wurst Rd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
7.02	1.25" Milling (Max.)	SY	852		
7.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	852		
7.04	Temporary Striping and Thermoplastic Final Striping (1 Stop Bar)	LS	1		
				SUB-TOTAL:	

ITEM NO. 8	Silver Glen Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
8.02	1.25" Milling (Max.)	SY	33,225		
8.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	33,225		
8.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

BID FORM (Page 5 of 7)**ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025****BID SUBMITTED BY** _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 9	Vineyards Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
9.02	1.25" Milling (Max.)	SY	13,937		
9.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	13,937		
9.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

ITEM NO. 10	Silver Bend Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
10.02	1.25" Milling (Max.)	SY	22,138		
10.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22,138		
10.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

BID FORM (Page 6 of 7)**ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025****BID SUBMITTED BY** _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 11	Prairie Lake Village Subdivision (North of Majestic Elm Blvd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
11.02	1.25" Milling (Max.)	SY	24,069		
11.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	24,069		
11.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

ITEM NO. 12	Westchester Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
12.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
12.02	1.25" Milling (Max.)	SY	9606		
12.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	9606		
12.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

BID FORM (Page 7 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 13	Bowness Ave	UNIT	QTY	UNIT PRICE	ITEM TOTAL
13.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
13.02	1.5" Milling (Max.)	SY	4581		
13.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	4581		
13.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

TOTAL BASE BID = \$ _____

WRITTEN: _____

**EXHIBIT C
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee,
Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) \$ _____

(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20___. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #25-005 Asphalt Paving Projects for FY 2025 (Project)**.

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof

agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	--

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	(SEAL)
_____ (Business Address)	
_____ (Telephone No.)	
_____ (Florida License No.)	

If Bidder is PARTNERSHIP , complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) (Florida License No.)	

If Bidder is CORPORATION , complete this signature block.	
(Corporation Name)	(1) (Witness)
(State of Incorporation)	(2) (Witness)
By: (Name of Person Authorized to Sign - See Note 1)	(SEAL)
(Title)	
(Authorized Signature)	
(Corporation President)	
(Business Address)	
(Telephone No.) (Florida License No.)	

SURETY

_____ (Surety Business Name) _____ (Principal Place of Business) By: _____ (Surety Agent's Signature - See Note 2) _____ (Surety Agent's Name) _____ (Surety Agent's Title) _____ (Business Name of Local Agent for Surety) _____ (Business Address) _____ (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature) _____ (Corporate Secretary Name) (Corporate Seal)
--	---

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF _____)

COUNTY OR CITY OF _____)

Before me, a Notary Public, personally came _____ known to me, and known to be the Attorney-in-Fact of _____, a _____ Corporation, which _____ (Surety Company) _____ (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

_____ were affixed by order and authority of said Company's Board of Directors, _____ (Surety Company)

and that the execution of the attached bond is the free act and deed of _____.
(Surety Company)

Given under my hand and seal this _____ day of _____, 20__.

(Notary Public)

My Commission Expires _____.

END OF SECTION

EXHIBIT C
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of **ITB #25-005 Asphalt Paving Projects for FY 2025** (hereinafter referred to as the "Project") in accordance with the plans and specifications prepared by City of Ocoee, dated October 2024; and

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay, compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the contract or contract entered into by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost

and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this bond in their own names.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____Principal

By: _____(SEAL)

_____ (Official Title)

_____Surety

By: _____ (SEAL)

_____ (Official Title)

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

EXHIBIT C
Statutory Payment Bond
Pursuant to Florida Statutes, 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(hereinafter called the "Principal"), as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida,
(hereinafter called the "Obligee"), by bond number _____ in the sum of _____
_____ Dollars and _____ Cents (\$ _____), for
the payment of which sum well and truly to be made, the said Principal and Surety bind themselves,
and their respective heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____
_____, 20__ to perform, as Contractor, in accordance with the Contract and
Contract Documents, which Contract and Contract Documents are hereby incorporated herein by
reference for **ITB #25-005 Asphalt Paving Projects for FY 2025.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida
Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants,
as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor,
materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in said Contract, and that any such claimant may maintain an independent action upon
this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein
by reference and made a part of this payment bond including, but not limited to, the notice and
time limitation provisions in subsection (2). Any action instituted by a claimant under this bond
for payment must be in accordance with the notice and time limitation provisions in Section 255.05
(2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals this _____ day of _____, 20__, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION



EXHIBIT D - ITB #25-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: 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 Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder 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, Bidder 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, Staff, and other key City employees and consultants involved in the award and administration 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 Bid.

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT E
ITB #25-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: _____

END OF SECTION

EXHIBIT F - BID #25-005 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL 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 G
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 FLORIDA

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 "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.

(Seal)

Public Notary Signature
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”

FY 2025 Asphalt Plan Sheets PDF

Plan Sheets Include Plans for All Projects Listed in Exhibit A

<https://www.ocoe.org/323/Purchasing> under the **Current Open Solicitations** menu. All Bid submissions for this ITB **MUST** be submitted through the Bonfire Platform. Bid submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for bidders to use the Bonfire e-procurement platform. Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Registration with Bonfire is free and is required prior to submitting a bid. 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 bid 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, bidders will be able to submit a bid securely, any time before the bid submission deadline, at <https://ocoe.bonfirehub.com> by clicking the "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire Platform will remain locked and inaccessible by City staff until the bid deadline. **Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock responses upon the bid deadline.** A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>. The actual contract award will be made by the Ocoee City Commission at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitute public records under Florida law.

- D. Bidders shall submit one (1) complete electronic copy, preferably in a single file, of their Bid on the Bonfire Platform. Bids must be received and by Bonfire no later than **2:00 p.m., local time, on April 22, 2025.** Any attempt to submit a bid after the bid deadline will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. It shall be the sole responsibility of the Bidder to have the bid **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.

- E. All Bidders shall thoroughly examine and become familiar with the bid package and carefully note the items which must be submitted with the bid, such as:

- X a) Bid Security in the form of a Cashier's or Certified check or Bid Bond;
- X b) Addenda acknowledgement, if applicable;
- X c) List of References/Experience;

- X d) List of Subcontractors/Temporary Worker Agencies;
- X e) Equipment Listing;
- X f) Summary of Litigation;
- X g) Bid Form
- X h) Conflict of Interest Disclosure Form
- X i) Drug free workplace form
- X j) Company information/signature sheet
- X k) Contractor E-Verify Affidavit
- X l) Human Trafficking Affidavit
- X m) Company Not an Entity of Foreign Country of Concern
- X n) Any other information specifically called for in these Bid Documents.

F. **Submission of a bid shall constitute an acknowledgment that the Bidder has complied with Paragraph E.** The failure or neglect of a Bidder to receive or examine a bid document shall in no way relieve it from any obligations under its bid or the contract. No claim for additional compensation that is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work will be allowed. All items quoted shall be in compliance with the bid documents/scope of work.

G. A Pre-Bid Conference has not been scheduled for this project.

H. Any response by the City to a request by a prospective Bidder for clarification or correction will be made in the Bonfire ITB file or in the form of a written addendum, which will be distributed via Bonfire not later than twenty-four (24) hours before bid opening. It shall be the responsibility of each Bidder to obtain a copy of all issued Addenda. The City reserves the right to issue Addenda concerning date and time of bid opening at any time up to the date and time set for bid opening. **In case any Bidder fails to acknowledge receipt of any such Addendum, its bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a bid will constitute acknowledgment of the receipt of the Bid Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Bidders are cautioned that any other source by which a Bidder receives information concerning, explaining, or interpreting the Bid Documents shall not bind the City.

I. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid:

- a) Submission of more than one (1) bid for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
- b) Evidence of collusion between or among Bidders;
- c) Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- d) Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
- e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its bid.

J. **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 bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property

23. LIST OF SUBCONTRACTORS:

SUBCONTRACTOR and/or TEMPORARY WORKER AGENCY
NAME/ADDRESS/FEDERAL I.D. NO./CONTACT PERSON/PHONE #:

See next page

(Attach additional sheets if necessary)

The Bidder certifies that the Bidder has investigated each subcontractor/temporary worker agency listed and has received and has in the Bidder's files evidence that each subcontractor/temporary worker agency maintains a fully-equipped organization capable, technically and financially, of performing the pertinent work and that the subcontractor/temporary agency has done similar work in a satisfactory manner. **It is further acknowledged by the contractor that any CHANGE or OMISSIONS in the subcontractors listed above shall require the City of Ocoee's approval before any work shall commence by the additional subcontractor on this project.**

24. EQUIPMENT LISTING:

Please list year, make & model of all equipment that will be used on City of Ocoee properties, including whether owned or leased. If leased please provide name of lessor.

See attached equipment List

25. REFERENCES/EXPERIENCE OF RESPONDENT WITH SIMILAR WORK

The Bidder shall complete the following blanks regarding experience with similar type of work. Bidder must demonstrate ability to perform services of similar complexity, nature, and size of this project within past three years.

DATE OF CONTRACT/AMOUNT OF PROJECT/CLIENT'S NAME AND ADDRESS/ TELPHONE
NUMBER/EMAIL ADDRESS/NAME OF CONTACT

See attached Work Experience/References



1)Tru-Mark, Inc.

31719 Long Acres Drive, Sorrento, FL 32776

Jaime Cermak

Phone: 352-735-8394

Federal ID: 20-1385712

2) Arrive Alive Traffic Control, LLC

507 Marvin C Zanders Ave, Apopka, FL 32703

Jacob Turetsky

Phone: 954-734-4299

Federal ID: 83-1441703

3)Lot Lines Striping, LLC

2200 Montclair Road, Leesburg, FL 34748

Ryan Langstone

Phone: 952-552-1528 - Federal Tax ID: 300559389

4)Straight Line Loops

3640 Lake Diana Dr. Deltona, FL 32738

Tanisha Harmon

Phone: 386-837-3627

Federal ID: 33-1123002

1645 North Congress Avenue, West Palm Beach, FL 33411 *Phone (561) 793-9400 *Fax (561)

790-4332 Mailing Address: PO Box 15065 West Palm Beach, FL 33416 www.rangerconstruction.com

Have you any similar work in progress at this time? Yes X No ____.

Length of time in business 44 Years

Have you ever failed to complete work awarded to you? If so, where and why?

No

Bank or other financial references:

See Attached Ranger Construction Information sheet

(Attach additional sheets if necessary)

26. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

See attached Litigation History

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.

NA

(Attach additional sheets if necessary)

27. ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. 1	Dated 4/17/2025
No. 2	Dated 4/21/2025
No.	Dated
No.	Dated
No.	Dated

(remainder of page left blank intentionally)

EXHIBIT B
REVISED BID FORM (Page 1 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** CGC 031554

ITEM NO. 1		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Lilly Oaks Subdivision				
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 2,410.00	\$ 2,410.00
1.02	1.25" Milling (Max.)	SY	2662	\$ 4.46	\$ 11,872.52
1.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	2662	\$ 12.65	\$ 33,674.30
				SUB-TOTAL:	\$ 47,956.82

ITEM NO. 2		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Montgomery Ave				
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 2,980.00	\$ 2,980.00
2.02	1.5" Milling (Max.)	SY	3554	\$ 3.20	\$ 11,372.80
2.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	3554	\$ 12.30	\$ 43,714.20
2.04	Temporary Striping and Thermoplastic Final Striping (2 Speed Humps)	LS	1	\$ 52,330.00	\$ 52,330.00
				SUB-TOTAL:	\$ 110,397.00

REVISED BID FORM (Page 2 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** 59-2098662

ITEM NO. 3	N Bluford Ave (Silver Star Rd to Railroad Crossing)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 2,730.00	\$ 2,730.00
3.02	1.5" Milling (Max.)	SY	2605	\$ 4.65	\$ 12,113.25
3.03	1.5" Resurface Type SP- 12.5 Asphalt Paving	SY	2605	\$ 16.10	\$ 41,940.50
3.04	Traffic Signal Loop System Restoration	1	1	\$ 10,900.00	\$ 10,900.00
3.05	Temporary Striping and Thermoplastic Final Striping	1	1	\$ 10,300.00	\$ 10,300.00
				SUB-TOTAL:	\$ 77,983.75

ITEM NO. 4	Rewis St	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 2,930.00	\$ 2,930.00
4.02	1.25" Milling (Max.)	SY	4482	\$ 2.60	\$ 11,653.20
4.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	4482	\$ 11.65	\$ 52,215.30
4.04	Temporary Striping and Thermoplastic Final Striping (1 Speed Bump)	LS	1	\$ 33,250.00	\$ 33,250.00
				SUB-TOTAL:	\$ 100,048.50

REVISED BID FORM (Page 3 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** 59-2098662

ITEM NO. 5	Flewelling Ave	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 1,380.00	\$ 1,380.00
5.02	1.25" Milling (Max.)	SY	4,275	\$ 2.70	\$ 11,542.50
5.03	1.25" Resurface Type SP-12.5 Asphalt Paving	SY	4,275	\$ 13.90	\$ 59,422.50
5.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 78,465.00

ITEM NO. 6	Maguire Road (Roberson Rd to City Limit)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 18,100.00	\$ 18,100.00
6.02	1.5" Milling (Max.)	SY	19,768	\$ 3.40	\$ 67,211.20
6.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	19,768	\$ 13.90	\$ 274,775.20
6.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 62,200.00	\$ 62,200.00
				SUB-TOTAL:	\$ 422,286.40

REVISED BID FORM (Page 4 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** 59-2098662

ITEM NO. 7	Peters Ave (13 th Ave to Wurst Rd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 995.50	\$ 995.50
7.02	1.25" Milling (Max.)	SY	852	\$ 4.60	\$ 3,919.20
7.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	852	\$ 26.55	\$ 22,620.60
7.04	Temporary Striping and Thermoplastic Final Striping (1 Stop Bar)	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 33,655.30

ITEM NO. 8	Silver Glen Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 5,130.00	\$ 5,130.00
8.02	1.25" Milling (Max.)	SY	33,225	\$ 2.44	\$ 81,069.00
8.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	33,225	\$ 10.65	\$ 353,846.25
8.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 446,165.25

REVISED BID FORM (Page 5 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** 59-2098662

ITEM NO. 9	Vineyards Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 5,151.00	\$ 5,150.00
9.02	1.25" Milling (Max.)	SY	13,935	\$ 2.30	\$ 32,055.10
9.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	13,935	\$ 11.30	\$ 157,488.10
9.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 200,813.20

ITEM NO. 10	Silver Bend Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 5,450.00	\$ 5,450.00
10.02	1.25" Milling (Max.)	SY	22,138	\$ 2.15	\$ 47,596.70
10.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22,138	\$ 10.45	\$ 231,342.10
10.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 290,508.80

REVISED BID FORM (Page 6 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. **FL CONTRACTOR LICENSE #** 59-2098662

ITEM NO. 11	Prairie Lake Village Subdivision (North of Majestic Elm Blvd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 5,660.00	\$ 5,660.00
11.02	1.25" Milling (Max.)	SY	20,052	\$ 2.80	\$ 56,145.60
11.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	20,052	\$ 11.50	\$ 230,598.00
11.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 298,523.60

ITEM NO. 12	Westchester Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
12.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 4,670.00	\$ 4,670.00
12.02	1.25" Milling (Max.)	SY	9606	\$ 2.40	\$ 23,054.40
12.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	9606	\$ 10.40	\$ 99,902.40
12.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 133,746.80

REVISED BID FORM (Page 7 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY Ranger Construction Industries, Inc. FL CONTRACTOR LICENSE # 59-2098662

ITEM NO. 13	Bowness Ave/W Silver Star Road	UNIT	QTY	UNIT PRICE	ITEM TOTAL
13.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1	\$ 2,870.00	\$ 2,870.00
13.02	1.5" Milling (Max.)	SY	4581	\$ 2.60	\$ 11,910.60
13.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	4581	\$ 11.80	\$ 54,055.80
13.04	Temporary Striping and Thermoplastic Final Striping	LS	1	\$ 6,120.00	\$ 6,120.00
				SUB-TOTAL:	\$ 74,956.40

TOTAL BASE BID = \$2,315,506.82

WRITTEN: Two Million Three Hundred Fifteen Thousand Five Hundred Six Dollar and Eighty Two Cents

EXHIBIT C
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ranger Construction Industries, Inc.
_____, as Principal, and Travelers Casualty and Surety Company of America
_____ as Surety, are hereby held and firmly bound unto the City of Ocoee,
Florida, as Owner, in the penal sum of, (5 percent of the Contract Bid) \$ 115,775.34
One Hundred Fifteen Thousand Seven Hundred Seventy-Five Dollars and Thirty-Four Cents
(written amount in dollars and cents)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 22nd day of April, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the City of Ocoee, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ITB #25-005 Asphalt Paving Projects for FY 2025 (Project)**.

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any damages, costs, or expenses, including attorney's fees, incurred by Owner that are proximately caused by such default. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof

agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature blocks and complete applicable block. All signatures must have their names printed or type below their signature.
---------	--

If Bidder is SOLE PROPRIETORSHIP , complete this signature block.	
(Individual's Signature) (Individual's Signature) (Business Address) (Telephone No.) (Florida License No.)	(1) (Witness) (2) (Witness) (SEAL)

If Bidder is PARTNERSHIP , complete this signature block.	
_____ (Partnership Name)	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	(SEAL)
_____ (Business Address)	
_____ (Telephone No.) (Florida License No.)	

If Bidder is **CORPORATION**, complete this signature block.

Ranger Construction Industries, Inc.

(Corporation Name)

Florida

(State of Incorporation)

By: F Scott Fowler
(Name of Person Authorized to Sign - See Note 1)

Vice President

(Title)


(Authorized Signature)

Bob Schafer

(Corporation President)

1200 Elboc Way, Winter Garden, FL 34787

(Business Address)

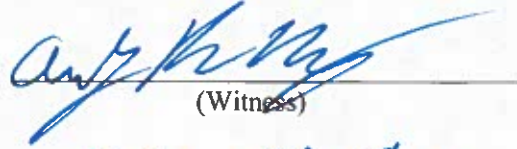
(407)656-9255

(Telephone No.)

CGC 031554

(Florida License No.)

(1)


(Witness)

(2)

Helena M. Amato
(Witness)

(SEAL)

SURETY

<u>Travelers Casualty and Surety Company of America</u> (Surety Business Name) <u>One Tower Square</u> <u>Hartford, Connecticut 06183</u> (Principal Place of Business) By: <u>[Signature]</u> (Surety Agent's Signature - See Note 2) <u>William D. Phelps</u> (Surety Agent's Name) <u>Attorney-In-Fact</u> (Surety Agent's Title) <u>George H. Friedlander Company</u> (Business Name of Local Agent for Surety) <u>P.O. Box 361057</u> <u>Melbourne, FL 32935</u> (Business Address) <u>561-762-5118</u> <u>108221873</u> (Telephone No.) (Bond No.)	Witness: (If agency is not a Corporation) (1) <u>[Signature]</u> (Witness) (2) <u>Helena Ma. Obando</u> (Witness) Attest: (If Agency is a Corporation) <u>[Signature]</u> (Corporate Secretary Signature) <u>Richard L. Higginbotham</u> (Corporate Secretary Name) (Corporate Seal)
--	--

NOTES:

- (1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.
- (2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".
- (3) Above addresses are to be used for giving required notice.
- (4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
- (5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)

COUNTY OR CITY OF Orange)

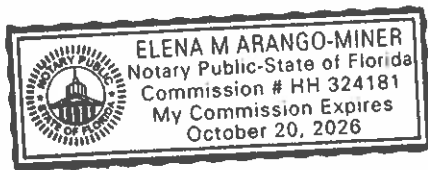
Before me, a Notary Public, personally came William D. Phelps known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a Connecticut Corporation, which (Surety Company) (State)

executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said

Travelers Casualty and Surety Company of America were affixed by order and authority of said Company's Board of Directors, (Surety Company)

and that the execution of the attached bond is the free act and deed of Travelers Casualty and Surety Company of America (Surety Company)

Given under my hand and seal this 22nd day of April, 2025.



Elena M. Arango
(Notary Public)

My Commission Expires 10/20/2026

END OF SECTION

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM D PHELPS** of **MELBOURNE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

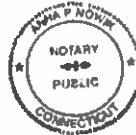
City of Hartford ss.

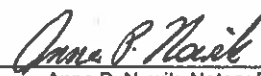
By 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of April, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



EXHIBIT D - ITB #25-005 BID CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: 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 Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder 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, Bidder 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, Staff, and other key City employees and consultants involved in the award and administration 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 Bid.

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

Acknowledged by:

Ranger Construction Industries, Inc.

Firm Name

Signature

F Scott Fowler

Name and Title (Print or Type)

4/22/2025

Date

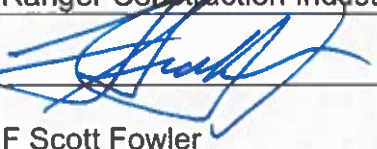
EXHIBIT E
ITB #25-005 DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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: Ranger Construction Industries, Inc.

Signed: 

By: F Scott Fowler
(Print or Type Name)

Title: Vice President

Date: 4/22/2025

END OF SECTION

EXHIBIT F - BID #25-005 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE BID INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR BID. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL BID INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF WORK/BID FORM" ARE ACCURATE AND WITHOUT COLLUSION. THE PERSON SIGNING THIS BID SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY INTO A LEGAL CONTRACT.

Ranger Construction Industries, Inc.
COMPANY NAME

(407) 656-9255
TELEPHONE (INCLUDE AREA CODE)

(407) 656-3188
FAX (INCLUDE AREA CODE)

estimating@rangerconstruction.com
E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

F Scott Fowler-Vice President
NAME/TITLE (PLEASE PRINT)

Same

1200 Elboc Way
STREET ADDRESS
Winter Garden Florida 34787
CITY STATE ZIP

FEDERAL ID # 59-2098662

Individual ☒ Corporation ☐ Partnership ☐ Other (Specify)

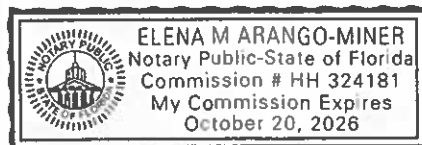
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this
22 day of April, 2025.

Personally Known ☒ or

Produced Identification _____

Personally Known
(Type of Identification)

Notary Public - State of Florida
County of Orange



Elena M. Arango
Signature of Notary Public

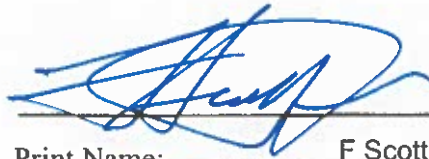
Elena M Arango-Miner
Printed, typed or stamped
Commissioned name of Notary Public

**EXHIBIT G
CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Ranger Construction Industries, Inc. [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 Ranger Construction Industries, Inc. [insert contractor company name] **proof of registration in the E-Verify system is attached to this Affidavit.**



Print Name: F Scott Fowler

Date: 4/22/2025

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/22/2025 (date) by F Scott Fowler (name of officer or agent, title of officer or agent) of Ranger Construction Industries, Inc. (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 Personally Known (type of identification) as identification.

[Notary Seal]


Notary Public

Elena M Arango-Miner

Name typed, printed or stamped

My Commission Expires: 10/20/2026

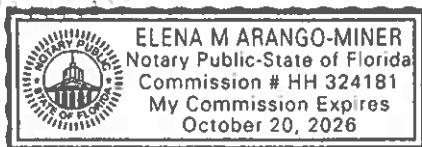
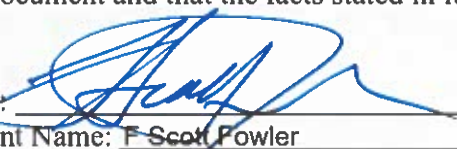


EXHIBIT "H"
HUMAN TRAFFICKING AFFIDAVIT

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.

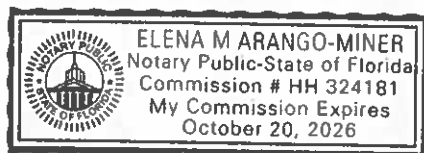
I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, 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: F. Scott Fowler
Print Title: Vice President
Company Name: Ranger Construction Industries, Inc.

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 22 day of April, 2025, by F Scott Fower, as Vice President of Ranger Construction Industries, Inc., who is ☒ personally known to me or ☐ produced Personally Known as identification.

(Seal)




Public Notary Signature
Print Notary Name: Elena M Arango-Miner
My Commission Expires: 10/20/2026

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 Ranger Construction Industries, Inc. (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: F Scott Fowler

Title: Vice President

STATE OF Florida

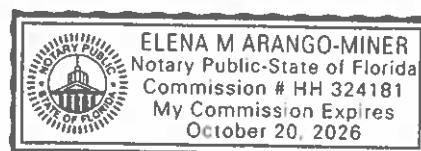
COUNTY OF Orange

The foregoing instrument was acknowledged ☒ by physical means / ☐ by electronic means before me this 22 day of April 20 , by F Scott Fowler, who ☒ is personally known to me / ☐ presented Personally Known as identification and who ☒ did / ☐ did not take an oath.

Notary Public, Commission Seal:

Print Name: _____

Elena M Arango-Miner



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

April 17, 2025

**ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #25-005 Asphalt Paving Projects for FY 2025**

This addendum shall modify and become a part of the original ITB Documents for ITB #25-005. This addendum consists of fifteen (15) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Revised Bid Form

- **In accordance with the information contained within this addendum, the Bid Form has been revised in its entirety. Bidders must use the attached revised Bid Form; or your bid will be disqualified for failure to use the revised Bid Form.**

2. Questions / Answers

Q1. Could you please verify the square yard quantity for Flewelling Ave?

A1. The quantity is 4,275 Square Yards. Figure 5.0 has been updated along with the bid form. Both documents are attached as a PDF.

Q2. Who is responsible for obtaining the Railroad Right of Entry?

A2. The Contractor shall be responsible for Railroad coordination.

Q3. Will the City cover the cost of the Railroad Right of Entry permit? If not, what is the estimated cost for the permit?

A3. The Contractor shall be responsible for any fee or flagging related to Railroad coordination. The estimated cost for any permit shall be obtained directly with Florida Central Railroad (FCEN).

Q4. Will the City cover the cost of the Railroad Flagger?

A4. Please see the answer above (A3).

Q5. What is the desired limit for Railroad Protective insurance?

A5. Insurance requirements shall be obtained from FCEN.

Q6. What is the engineer's estimated cost for the project?

A6. The City has budgeted \$2,959,000 for asphalt resurfacing.

Q7. For Maguire Road, the set of plans (Figures 6.1 to 6.3) specifies "1.5 Resurface (SP-12.5)." However, bid form item 6 calls for FC-12.5. Could you please confirm the mix type for Maguire Road?

A7. Figures 6.1-6.3 have been updated to FC12.5 to match the bid form. Updated figures are attached as a PDF.

Q8. For Prairie Lake Village, the legend on the set of plans shows 20,052 square yards, while the bid form shows 24,069 square yards. Could you please confirm the correct square yard quantity for Prairie Lake Village?

A8. The bid form has been updated to 20,052 square yards to match the plan set. Updated Bid form is attached as a PDF.

Q9. What are the work hours for nighttime operations (Maguire Road)?

A9. 8:00PM to 6:00AM

Q10. Are there any Traffic Loop Signals to replace on Maguire Road? Or are they all by camera?

A10. The intersection of Maguire Road and Roberson/Moore is controlled by video detection.

Q11. There are numerous manholes throughout the project limits that appear to base/subgrade issues around them and/or a pipe failure causing depressions. How are this issue going to be handled and paid for?

A11. Areas of depressions due to pipe failures are being addressed by the City ahead of construction (primarily in the Silver Glen Subdivision). Any other depressions should be filled as part of resurfacing and the final roadway product shall have positive drainage.

Q12. The plan sheet for Montgomery Ave (2.0) does not address the two existing speed tables within the project limits, how do they need to be addressed? Being removed, reinstalled, or skipped over?

A12. Figure 2.0 for Montgomery Ave has been updated. The cost to replace it and which kind should be factored into paying item 2.04. Updated figures are attached as a PDF.

Q13. What is the anticipated start date?

A13. The City anticipates starting in May, however, start date can be negotiated in Pre-Construction meeting.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Steve Krug, Public Works Director

Attachments:

Bid Form – Revised

Revised Plan Sheets: 2.0

Revised Plan Sheets: 5.0

Revised Plan Sheets: 6.1 to 6.3

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

April 21, 2025

ADDENDUM NO. TWO (2)
CITY OF OCOEE
ITB #25-005 Asphalt Paving Projects for FY 2025

This addendum shall modify and become a part of the original ITB Documents for ITB #25-005. This addendum consists of one (1) page, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Are we able to pre-mill or leave a milled surface in neighborhoods or other roadways?

A1. Asphalt resurfacing shall take place no later than 24 hours after roadway milling. A longer interval could be considered in residential neighborhoods on a case-by-case basis.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Steve Krug, Public Works Director

Attachments:



Credit Information Sheet

NOTE: No Personal Guarantees

Name: Ranger Construction Industries, Inc., Subsidiary of Vecellio Group, Inc.
Company Origins: Parent 1938, Ranger sub. legal entity 6/8/1981
D&B #: 00-584-0194
Primary SIC #: 1611 Highway & Street Construction
Alternate SIC #: 2951 Asphalt Paving Mixtures & Blocks
Corporate Address: 101 Sansbury's Way, West Palm Beach FL 33411
Shipping Address: 101 Sansbury's Way, West Palm Beach, FL 33411 (HQ office)
4510 Glades Cutoff Road, Ft. Pierce FL 34981 (Plant)
4210 Old Dixie Highway, Malabar, FL 32950 (Plant)
320 Benson Junction Road, Debray, FL 32713 (Plant)
1200 Elboc Way, Winter Garden, FL 34787 (North office & plant)
18300 NW 122nd Avenue, Miami, FL 33016 (Plant)
2503 NW 48th Street, Pompano Beach, FL 33073 (Shop/Plant)
Billing Address: PO Box 210248 Royal Palm Beach, Fl. 33421
Telephone: 561-793-9400 (Corporate offices)
Accounting Contacts: Dora Mitchell
Michelle Dryden-Accounting/AP Manager
AP invoice Email- Rangercentralap@rangerconstruction.com

Incorporation Date: 06/08/1981
Officers: Vecellio, Leo A Jr., Chief Executive Officer
Browning Douglas, Secretary/Treasurer
Robert Doug Smith, Senior VP Finance
Schafer Robert, President
Fowler Scott, Vice President
Frank, Ponch, Vice President
Federal ID: 59-2098662

Approx # of Employees: 700

Purchase Orders Required. NO Personal Guarantees.

Insurance: George Friedlander, Charleston WV
Agent – Bill Phelps 321/254-8477 (office)
Trade references: Astec Industries Tel. 423-827-4210 fax: 423-867-7903 Fax Request only
Kelly Tractor (Richard Mendoza) tel.: 305-592-5374 fax: 305-463-6079
Mako Hose and Rubber tel.: 561-795-6200 fax: 561-795-6202
Glover Oil 321-723-3953 -- Jean fax: 321-727-2309
Total Truck Parts 561-684-3332-Fax 561-684-0611
Mariani Asphalt 813-623-3941 fax: 813-626-4103
Tropic Oil Company 866-645-3835 fax 305-887-3166
Blacklidge Emulsions, Inc 228-863-3878 email ar@be-inc.com

Bank References: Suntrust Bank tel.: 877-841-8443
Checking Acct: 0627002800977
Request need to be done in writing with a \$25.00 fee to:
Suntrust Services Corp.
Credit Verification Department, Mail Code: Florida, Orlando 7149
PO Box 620547
Orlando, FL 32862-0547

RANGER CONSTRUCTION INDUSTRIES, Inc.

Equipment List

Rat Grp Desc	Description	Cat 6 Desc	Serial Number	Rat Grp Desc	Description	Cat 6 Desc	Serial Number
Backhoe-Grada & Other	Excavator Wheel Cat M318D 14	2014	DBW01146	Asphalt Crew Truck	Paving Crew Truck KW T3 2017	24000007000000000000	24000007000000000000
Backhoe-Grada & Other	Excavator Wheel Cat M318 21	2021	KE700346	Asphalt Crew Truck	Paving Crew Truck KW T3 2018	24000007000000000000	24000007000000000000
Backhoe over 2 less than 3 cy	Excavator Mini Cat 305E2 w/Ham	2018	NSM07995	Asphalt Crew Truck	Paving Crew Truck KW T3 2018	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336E1 14	2014	JR000429	Asphalt Crew Truck	Paving Crew Truck KW T3 2019	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336F1 15	2015	RK000652	Asphalt Crew Truck	Paving Crew Truck KW T3 2019	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336F1 16	2015	TZA00321	Asphalt Crew Truck	Paving Crew Truck KW T3 2019	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336F1 16	2016	TZA00424	Asphalt Crew Truck	Paving Crew Truck KW T3 2019	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 330 19	2019	LHW00350	Asphalt Crew Truck	Paving Crew Truck KW T3 2019	24000007000000000000	24000007000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336EW	2019	DKS01357	Utility Trucks-Other	Attenuator Truck Ford F71 1993	19930000000000000000	19930000000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336 21	2021	YBN10791	Utility Trucks-Other	Attenuator Truck Ford F61 1989	19890000000000000000	19890000000000000000
Backhoe over 3 less than 4 cy	Excavator Cat 336 21	2021	YBN10850	On Hwy Water Trucks	Water Truck Kenworth T8 1986	19860000000000000000	19860000000000000000
Backhoe over 3 less than 4 cy	HD Excavator Cat 336 14	2014	RZA00573	On Hwy Water Trucks	Water Truck Kenworth T8 1987	19870000000000000000	19870000000000000000
Backhoe over 4 less than 5 cy	Excavator Cat 349 21	2021	RYG10052	On Hwy Water Trucks	Water Truck Kenworth T8 1991	19910000000000000000	19910000000000000000
D3 Size Dozer	Dozer Cat D3K2 GPS	2018	KL202911	On Hwy Water Trucks	Water Truck Kenworth T8 1997	19970000000000000000	19970000000000000000
D5 Size Dozer	Dozer Cat D5K II LGP 13	2013	KYY00596	On Hwy Water Trucks	Water Truck Kenworth T8 2006	20060000000000000000	20060000000000000000
D5 Size Dozer	Dozer Cat D5K LGP 14	2015	KYY01364	On Hwy Water Trucks	Water Truck Kenworth T8 1998	19980000000000000000	19980000000000000000
D5 Size Dozer	Dozer Cat D3 22 GPS	2022	KXV02521	On Hwy Water Trucks	Water Truck Ford F550 16 2010	20100000000000000000	20100000000000000000
D6 Size Dozer	Dozer Cat D6K II LGP 14	2014	AST00628	On Hwy Water Trucks	Water Truck Freightliner 24 1997	19970000000000000000	19970000000000000000
D6 Size Dozer	Dozer Cat D6K II LGP 15	2015	AST01411	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
D6 Size Dozer	Dozer Cat D6H LGP GPS 18	2018	ACG501527	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
D6 Size Dozer	HD Dozer Cat D6H LGP 17	2017	ACG500983	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
D6 Size Dozer	Dozer Cat D4 22	2022	RLT00408	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M 2012	2012	B9F00915	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M 09	2009	B9F00546	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M3 15	2015	N9F00234	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M3 15	2015	N9R00156	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M 11	2011	R9B00121	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M3 16	2016	N9F00512	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 12M3 19	2019	N9F01229	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 140	2022	EB200581	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
12/120 Size Grader	Grader Cat 140	2022	EB200582	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
14/140 Size Grader	Grader Cat 140 21 GPS	2021	EB300373	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
14/140 Size Grader	Grader Cat 140A	2020	EB300120	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Rear Dump 40-49 Ton	Off Road Trk John Deere 410E	2021	10M4100000000000000	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Rear Dump 40-49 Ton	Off Road Trk John Deere 410E	2021	10M4100000000000000	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Scraper 623 Site	Scraper Cat 615C 01	2001	9XG01440	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 938K 13	2013	SVLD1787	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 15	2015	LTE00298	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 15	2015	LTE00302	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 16	2016	LTE00478	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 16	2016	LTE00481	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 16	2016	LTE02602	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 16	2016	LTE02604	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 17	2017	LTE01000	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 17	2017	LTE02897	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 938M 19	2019	J3R07638	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 938M 19	2019	J3R07254	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 19	2019	LTE06159	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 19	2019	LTE07261	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 19	2019	LTE07358	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 19	2019	LTE07360	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 938M 21	2021	P5X01543	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 22	2022	W5L01855	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 2-2.9 cy	Loader Cat 926M 22	2022	W5L01647	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950K w/forks	2014	R4A02162	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950M 15	2015	EMB00778	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950M 16	2016	EMB01238	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950M 17	2017	EMB02545	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950M 18	2018	J1500888	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader 3-3.9 cy	Loader Cat 950M 21	2021	J1501581	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	CLoader Cat 966K 12	2012	TF500642	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 966K 20	2020	E4A01733	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 973G 04	2004	AWP00364	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 16	2016	ABP00653	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 18	2018	ABP01763	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 18	2018	LSJ01970	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 18 WP	2018	LSJ01976	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 21	2021	LSJ02867	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 21	2021	LSJ02829	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Loader Asphalt Plant	Loader Cat 972M 22	2022	LSJ03218	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Drill Core Rig Shop Built 08	2008	NOVINO200720637	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Drill Core Machine 91	1991	NOVINO00082173166	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Drill Coring Rig 78	1978	NOVINO200802208	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Trailer Coring Machine 01	2001	NOVINO200191306	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Trailer Coring Machine 01	2001	XXXXXX	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Drill Core Rig Shop Built 02	2002	NOVINO200802209	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Drill Core Rig Shop Built 08	2007	NOVINO200720624	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Trailer Coring Machine 90	2002	NOVINO00081908495	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Trailer Core Rig Big Tex 21	2021	16V1U1710M3025843	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Core Machine Drill	Trailer Core Rig HM3 96	1996	NOVINO0008115089	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 200 amp	Welder Hobart 71	1971	160W-32994	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 300 amp	Welder Miller Trailblazer 325	2015	M350110R	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 300 amp	Welder Miller Trailblazer 325	2017	M4460761R	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 400 amp	Welder Miller 225 Bobcat 93	1993	K0373417	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 400 amp	Welder Miller Dimension 452	2018	MJ090036C	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 400 amp	Welder Lincoln SAE 300-HI	2019	C1190100001	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 400 amp	Welder Lincoln SAE 300-HI	2019	C1190100002	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 400 amp	Welder Lincoln SAE 300-HI	2019	C1190101296	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Welder 500 amp	Welder Hobart RCC-610 78	1978	78W507330	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000
Light Plants	Light Tower Wacker LTC4L 06	2006	5F11D141961002020	On Hwy Water Trucks	Water Truck T370 2450 G 2017	20170000000000000000	20170000000000000000

Trailers Other	Trailer Straight Edge 20	2020	
Trailers Other	Trailer Straight Edge 20	2030	
Trailers Other	Trailer Straight Edge 11	2011	
Lowboy Trailer	Trailer Trail King TK100 9x	1998	17L055140040799616
Lowboy Trailer	Trailer Load King Lowboy	2000	5AL1171113212629
Lowboy Trailer	Trailer 35' Trailboss 02	2002	19001407521000911
Lowboy Trailer	Trailer Trailboss Lowboy 1	1997	17001407521114700
Lowboy Trailer	Flip Aisle Trailking TK100 L	2004	19001391000004300
Lowboy Trailer	Trailer Etnyre KRN556 10:	2004	19210711401111206
Lowboy Trailer	Trailer Terex Loading 08	2008	5AL1151910100140
Lowboy Trailer	Trailer Load King Lowboy	2014	5AL1151910100140
Lowboy Trailer	Trailer Trailboss KW480T 07	2017	19001407521000300
Lowboy Trailer	Trailer Trailboss KW480T 07	2017	19001407521000300
Lowboy Trailer	Trailer Eager Beaver 55G:	2019	17L0901001001042
Tag Trailer	Trailer Custom 82	1982	80321300C317627
Tag Trailer	Trailer Hudson 8"x24" 91	1991	1000100100100000000
Tag Trailer	Trailer A-OK 5x8 Tag 97	1997	1000100100100000000
Tag Trailer	Trailer Cherokee 6x12 98	1998	10012110010010010
Tag Trailer	Trailer Rolling Straight Ed Unknown	1988	10001211001001001
Tag Trailer	Trailer Shop Built 79	1979	19791152P
Tag Trailer	Trailer Anderson EQ7187 2004	2004	40MA1621001001002
Tag Trailer	Trailer 4x6 Single Axle 05	2005	10001407521000000
Tag Trailer	Trailer Cargo Mate 610SD 2006	2006	5AMH10700111204
Tag Trailer	Trailer Carry-On 5x8 06	2006	10001407521000000
Tag Trailer	Trailer Emerson 5X8 07	2007	10MA1212P1001101
Tag Trailer	Trailer Rayside Tandem 0	2008	10001212P1001101
Tag Trailer	Trailer Big Tex 12ET-18BK 2007	2007	10MA1212P1001101
Tag Trailer	Trailer Straight Edge 01	2001	13CM0451101100101
Tag Trailer	Trailer Shop Built 88	1981	1981P
Tag Trailer	Trailer Pace Utility 09	2009	40P0001000110010
Tag Trailer	Trailer Road Runner 6x10 2010	2010	10001212P1001101
Tag Trailer	Trailer Shop Built 10	2010	10001212P1001101
Tag Trailer	Trailer Triple Crown 6X16 2010	2010	10001212P1001101
Tag Trailer	Trailer Straight Edge	2000	10001212P1001101
Tag Trailer	Trailer Straight Edge	2013	10001212P1001101
Tag Trailer	Trailer Haulmark KDX16	2014	10001212P1001101
Tag Trailer	Trailer Big Tex 705P	2013	10001212P1001101
Tag Trailer	Trailer Express 7X16	2013	10001212P1001101
Tag Trailer	Trailer Big Tex 705P	2014	10001212P1001101
Tag Trailer	Trailer Straight Edge	2015	10001212P1001101
Tag Trailer	Trailer Big Tex 705P	2015	10001212P1001101
Tag Trailer	Trailer Triple Crown 6x1	2015	10001212P1001101
Tag Trailer	Trailer Enclosed Cargo 7x1	2017	10001212P1001101
Tag Trailer	Trailer GN Big Tex 22GN 2	2018	10001212P1001101
Tag Trailer	Trailer GN Big Tex 22GN 2	2018	10001212P1001101
Tag Trailer	Trailer Cargo 7x16	2018	10001212P1001101
Tag Trailer	Trailer Cargo 7x16	2018	10001212P1001101
Tag Trailer	Trailer GN Big Tex 22GN 1	2018	10001212P1001101
Tag Trailer	Trailer Rock Solid 6x14	2018	10001212P1001101
Tag Trailer	Trailer Big Tex 60P1-12BK:	2019	10001212P1001101
Tag Trailer	Trailer Big Tex 60P1-12BK:	2019	10001212P1001101
Tag Trailer	Trailer Big Tex 141P-14BK	2022	10001212P1001101
Tanker Trailer	Tanker Etnyre 7000 gal Of	2004	10001212P1001101
Tanker Trailer	Tanker Etnyre 7250 gal 1:	2014	10001212P1001101
Tanker Trailer	Tanker Etnyre 7250 gal 1:	2014	10001212P1001101
Tanker Trailer	Tanker Etnyre 7250 gal 1:	2014	10001212P1001101
Tanker Trailer	Tanker Etnyre 7250 gal 1:	2016	10001212P1001101
Tanker Trailer	HD Tanker Etnyre 7250 g:	2007	10001212P1001101
Tanker Trailer	HD Tanker Etnyre 7250 g:	2012	10001212P1001101
Tanker Trailer	HD Tanker Etnyre 7250 g:	2021	10001212P1001101
Dump Trailer	Trailer 12' Big Tex Dump:	2013	10001212P1001101
Dump Trailer	Trailer 12' Big Tex Dump:	2013	10001212P1001101
Dump Trailer	Trailer Spreader Streamu:	2018	10001212P1001101
Dump Trailer	Dump Trailer Etnyre L	2021	10001212P1001101
Dump Trailer	HD Dump Trailer Etnyre L	2021	10001212P1001101
ATV's	ATV John Deere Gator 4X	2013	10001212P1001101
ATV's	ATV Kubota RTVX900WL:	2015	10001212P1001101
ATV's	ATV Kubota RTVX1140W:	2019	10001212P1001101
ATV's	ATV Kubota RTVX1140W:	2019	10001212P1001101



WORK EXPERIENCE/REFERENCES

JOB NAME	JOB DESCRIPTION	LOCATION	CLIENT	CONTRACT AMOUNT	COMPLETION DATE	CONTACT INFORMATION
SR 429 AND SR 414 RESURFACING	The work consists of providing all labor, materials, equipment, and incidentals necessary to mill and resurface SR 429 and SR 414 from SR 429 to West of Marden Road and from Lust Road to Connector Road Bridge in Orange County. Additional elements include roadway, drainage, MOT, and utilities	Orange County	Central Florida Expressway Authority	\$11,550,659.86	11/19/2024	Jitendra V. Prajapati, PE Consultant Resident Engineer PI Consulting Services, LLC 711 Ciara Creek Cove, Suite 1009 Longwood, FL 32750 (407) 709-0207 Email: jprajapati@PICS-LLC.com
Orange County Annual Paving Contract (since 2017)	Paving and resurfacing as needed within the County	Orange County	Orange County	PO Based contract / Y3-119C Contract amount is \$20,335,633.35	We have this contract since 2017/The new Contract Started in November 2023	Fernando Valladares Gudino Contract Administrator Orange County Public Works Roads and Drainage Division Email: Fernando.ValladaresGudino@ocfl.net Phone: 407 836 7960
Lake County 2025 Resurfacing Phase 1	Paving and resurfacing as needed within the county	Lake County	Lake County	\$2,611,630.42	On Going	AMY MUNDAY / Contracting Officer II Office of Procurement Services PO Box 7800, Tavares, FL 32778-7800 P 352-343-9768 F 352-343-9473 amy.munday@lakecountyfl.gov
Palm Beach County yearly paving and resurfacing contract	Paving and resurfacing as needed within the county	Palm Beach County	Palm Beach County	Original Contract Amount: \$13,000,000	We had this contract from 2015-2023	Adam Faustini, CGC / Afaustini@pbccgov.org Assistant Director, Road and Bridge Engineering & Public Works Dept. Road & Bridge Division (561) 233-3956/ 2555 Vista Parkway West Palm Beach, FL 33411
Florida Mango Road	The existing two lane two way road was removed and reconstructed as a widened two lane two way roadway with a shared center lane.	West Palm Beach	Palm Beach County	\$2.4M	Dec-23	Zachary King / Chief Construction Coordinator / (561) 684-4178
FPL RCA Center Drive Realignment	Full roadway reconstruction,, installation of water main, extensive storm sewer, FPL duct bank, curbing, sidewalk and landscaping.	Palm Beach Gardens	FLORIDA POWER & LIGHT COMPANY	\$3.5M	Nov-22	Craig Yingling / Project Manager / (561) 602-1373 / Craig.Yingling@fpl.com
Seminole County Annual Paving Contract(PO Based)	Paving as needed within the county	Various Areas through-out Seminole county	Seminole County	Initial Contract: \$1,260,680.00/Final Amount: \$4,547,388.88	We had the contract for 3 years, ended December 2022	Dave Bryant/bryantdp@cdmsmith.com/1301 East Second Street, Sanford, FL 32771/Tel (407) 665-7116
City of Greenacres Annual Paving Contract(PO Based)	Milling & Resurfacing	Greenacres	City of Greenacres	\$254,960.00	We have this contract since 2018	5750 Melaleuca Ln, Greenacres, FL 33463 Contact person: Wyman Scott/Roads and Drainage Supervisor (561)642 2185 Email: wscott@greenacresfl.gov
SR 500 TS732	Milling & Resurfacing	SR 500 (MP 20-115 to MP 21-895)	FDOT/Dsitrict 5	\$4,299,607.56	January 2023/Completed on time/on budget	Phillip Garcia/phillip.garcia@jacobs.com/(786) 810-5689 FDOT: 719 South Woodland Blvd, Deland, FL 32720 Phillip Magglio P.E. - (352)326-7747
Northridge Blvd	Milling & Resurfacing	Northridge Street , Clermont, FL 34711	City of Clermont	\$455,606.35	October 2022/Completed on time/on budget	James Maiworm/ jmaiworm@clermontfl.org/ 3335 Hancock Road, Clermont FL 34711/Tel: (352) 241-0178
Kirby Industrial Park & Palm Bay Colony	Milling & Resurfacing	City of Palm Bay	City of Palm Bay	\$1,024,250.95	8/1/2022/Completed on time/on budget	Frank Watanabe 321.409.6341 Frank.watanabe@palmbayflorida.org



WORK EXPERIENCE/REFERENCES

T1802 SR 559 at 557A/Gilead Drive	Milling & Resurfacing	SR 559 at 557A/Gilead Drive	FDOT/District 1	\$912,054.91	2/24/2022/Completed on time/on budget	William George wgeorge@consoreng.com Phone: +1.813.244.3159 Ext. 51058 Mobile: 813-316-6646 District One Construction 863-519-2361 Office 863-899-9367 FDOT Cell
E52A7 SR 5 (US1) @ SR 404 EB Ramps Signalization	Mill & Resurface	SR 5 (US1) @ SR 404 EB Ramps Signalization	FDOT / District 5	\$1,852,006.44	12/18/2021/Completed on time/on budget	Suzanne Phillips, PE /suzanne.phillips@dot.state.fl.us / (386) 943-5514
SR 408 Woodbury Road	Resurfacing	SR 408 from Woodbury Road to North of SR 50	Central Florida Expressway Authority	\$2,412,806.53	11/2/2021/Completed on time/on budget	Steven Capers/(407) 690-5000
T4494 (Southern Blvd from Crestwood/Forest Hill Blvd easterly 0.333 miles)	Work included road widening, bridge structure widening, revetment systems, milling & resurfacing, concrete curb & sidewalk, French drain, sewer main, & RCP, ITS, and lastly reconstruction of a signalized intersection	Palm Beach County	FDOT/District 4	\$5,685,197.65	3/17/2021/Completed on time/on budget	(954) 777-4130 5548 NW 9 Avenue Fort Lauderdale, FL 33309
WDW Property Wide FY20 (20KW-0116)	Asphalt Paving	Various Areas through-out Walt Disney World	Walt Disney World Resort	\$1,043,553.99	9/30/2020/Completed on time/on budget	Michael Lisi/Michael.A.Lisi@disney.com/407-656-9255
EBR58 Turnpike (SR 91 from South of Atlantic Ave to North of Boynton Beach BLVD MP 81-MP 87)	Street Resurfacing	Palm Beach County	FDOT - Turnpike Enterprise	\$10,063,165.00	8/31/2020/Completed on time/on budget	Jaime Gomez Construction Project Manager Turnpike Enterprise Pompano Beach Operations Center Office: (954) 934-1131 (954) 789-1383 Florida's Cal:
Hood Road (Hood Rd of Ft TP to W of Cental Blvd; Palm Beach County)	The project scope Included 1 mile of widening in each direction of travel, new bridge structure over I-95, MSE walls, drainage, signalization, curb and gutter, sidewalk, signage & pavement markings.	Palm Beach County	Palm Beach County BOCC	\$14,338,574.37	9/13/2019/Completed on time/on budget	Palm Beach County Construction Coordination Tel: (561) 684-4181
PBIA Golfview Infrastructure PH I	Site Work	Palm Beach International Airport	Palm Beach International Airport	\$5,171,912.85	3/10/2017/Completed on time/on budget	Cindy Portnoy cportnoy@pbia.org (561) 471-7400
Furnish and Install Asphaltic Concrete Paving 200+ Ton	Resurfacing Various areas within the City	City of Port St Lucie	City of Port St Lucie	\$4,982,166.10 (PO Based)	3 Year Contract with one more year optional (started April 2019)	Thomas Salvador Manager - CIP / Inspections Roads and Bridges Division Public Works Department tsalvador@cityofpsl.com Tel: (772) 871-5187
City of Palm Beach Gardens Annual Milling and Asphalt(2012/13/14/15/16/17/18)	Paving and resurfacing as needed within the city	City of Palm Beach Gardens	City of Palm Beach Gardens	\$1,024,950.00	we have this contract since 2012	Daniel Widdick/dwiddick@pbgef.com Operations Manager Streets and Stormwater office: (561) 804-7044 cell: (561)282-8552 site: www.pbgef.com address: 4050 Johnson Dairy Rd Palm Beach Gardens, FL 33410
Village of Wellington Yearly Paving Contract	Paving and resurfacing as needed within the Village	Village of Wellington	Village of Wellington	\$1,271,303.00	we have this contract since 2015	Dennis Flaherty-Superintendent of Roads (561) 791-4000 dfaherty@wellingtonfl.gov Forest Hill Boulevard, Wellington, FL 33414 12300

WORK EXPERIENCE/REFERENCES

Paradise Park PH 4 Stormwater	Street Improvements for Paradise Park Phase 4 Full depth base reclamation 8" pave 1.5" SP 12.5 15,640 SY Bottom lift and 1" SP 9.5 15,640 Top lift. The site is approximately 48.7 acres of single family homes and is bounded by Juanita Avenue to the north, San Diego Avenue and Barcelona Avenue to the south, 23rd street to the west and Canal No.1 to the East.	2300 Virginia Ave. Fort Pierce FL 34982	St Lucie County BOCC	\$512,734.80	January 2020/Completed on time/on budget	Owner Name: St Lucie County BOCC (772) 462-1100 Address: 2300 Virginia Ave. Fort Pierce FL 34982 John Aylor(Site Superintendent - Loren Jock Trucking)) (772) 888-3614 John@LorenJockTrucking.com
St. Lucie West Motorcoach PH 1	Rehabilitation of asphalt pavement including but not limited to approximately 4,000 SY of mill and overlay with SP9.5 asphalt surface course, full depth asphalt repairs, remove and replace concrete curb, install new striping, remove and replace wheel stops and utility valve adjustments.	800 NW Peacock Blvd, Port St. Lucie, FL 34986	St. Lucie West Motorcoach	\$206,367.65	9/1/2020 /Completed on time/on budget	Tiffany Perry Property Manager Tel: (772) 336-1135 tiffany@signaturepropertymgmt.com
Taxiway C1	Rehabilitation of Taxiway C1 asphalt pavement rejuvenation P-632 of Taxiway, removed and replaced electrical and lighting along Taxiway C1 and new pavement striping. Pavement rejuvenation of including but not limited to approximately 5,000 SY of mill and overlay with SP12.5 asphalt surface course and installed 25	2011 SE Airport Rd, Stuart, FL 34996	Rehabilitation of Taxiway C1 asphalt pavement rejuvenation P-632 of Taxiway, removed and replaced electrical and lighting along Taxiway C1 and new pavement striping. Pavement rejuvenation of including but not limited to approximately 5,000	\$355,212.00	September 2020/Completed on time/on budget	Douglas N. Norman Sr. Vice President (Hoyle Tanner) (407) 380-1919 Email: dnorman@holetanner.com Tel:
Rainbow Lakes Estates Road Improvements	Milling and Paving	601 25th Ave, Ocala, FL 34471	Marion County	\$255,106.99	December 2019/Completed on time/on budget	Pete Hodges (Project manager) Tel: (352) 671-8444
Taxilane Charlie	Rehabilitation of Taxilane Charlie, including but not limited to approximately 1,280 SY of mill and overlay with P-401 asphalt surface course, and approximately 15,500 SY of full depth pavement removal, scarify top 3" of limerock, add limerock to achieve homogenous base and overlay with 4" of P-401 asphalt surface course.	2011 SE Airport Rd, Stuart, FL 34996	Martin County BOCC	\$700,759.91	September 2019/on time(Contract time was extended due to County Administrator/on budget	Douglas N Norman(Sr. Vice President (Hoyle Tanner)) (407)380-1919 dnorman@holetanner.com
Taxiway E Extension and Rehabilitate North Apron	Stormwater System; Mill & Resurfacing N Apron and add reinforcement mesh between bottom & top lifts; Construct TWY E1 & Demo existing TWY C-2; Construct TWY E Ext; and Performance Sod	PO Box 1389, Vero Beach, FL 32961	City of Vero Beach	\$3,760,884.79	August 2019 /Completed on time/on budget	Danielle Priest (Director of Operations Amherst Consulting) (772)713-0710 Danielle.Priest@amherst-consulting.com
Deerwood Elementary	Reclamation and Paving	817 Bill Beck Blvd, Kissimmee, FL 34744-4492	School District of Osceola County	\$283,530.00	August 2019/Completed on time/on budget	Jlm Fisher (Project Manager) (407) 518-2964
High Meadow Ave Resurfacing and Bike Lanes	Project includes milling, resurfacing, and roadway widening to add bike lanes along SW High Meadow Avenue (from CR-714/SW Martin Highway to SW Murphy Road). The scope of work also includes erosion control, clearing and grubbing, excavation, fill and embankment, drainage structures and piping, Bahia sod, and other incidental work.	2401 SE Monterey Rd, Stuart, FL 34996	Martin County	\$766,697.90	July 2019/Completed on time/on budget	Rene Fresneda(Martin County Public Works Dept. - Capital Projects Division) (772)288-5467 rfresned@martin.fl.us
Jupiter Lakes Blvd Phase II	Widening, Curb, Landscaping, Permeable concrete sidewalk	Town of Jupiter	Jown of Jupiter	\$798,165.60	03/12/2019 Completed on time/on budget	Thomas Criscoll (Project Manager) scotti@jupiter.fl.us (561)741-2215



WORK EXPERIENCE/REFERENCES

Signature Flight Support Phase II	Concrete Apron, Lighting	Orlando, FL	Signature Flight Corporation	\$2,728,780.02	01/31/2019 Completed on time/on budget	Mark Jensen (Project Manager) mjansen@aidinc.us (407)926-6611
SR-60 from 38th Ave to 21st Ave-E4S80	Contract consist of milling and resurfacing, drainage improvements including pipe liner, curb and gutter, sidewalks and ramps, driveways, traffic monitoring sites, signing and pavement markings, signalization (vehicular and pedestrian) including detection	Indian River County	FDOT	\$2,070,318.00	10/14/2018 Completed on time/on budget	Michael Jacobs: P: (772) 429-4949 - C: (772) 579-3276 Michael.Jacobs@dot.state.fl.us or Donald Larson: P: 772/429-4893 Cell: 772/828-1789 cell donald.larson@dot.state.fl.us
E1Q76/SR 15 from NE 131st Ln to south of NE 224th St	Contract consist of milling and resurfacing, adding a southbound left turn lane, base work, shoulder treatment, drainage improvements, signing and pavement marking and signalization	Okeechobee County	FDOT	\$3,162,332.00	9/4/2018 Completed on time/on budget	Susan Hindman Susan.Hindman@dot.state.fl.us (863) 273-1656
Lyons Rd Improvements	Road Widening, Milling and Resurfacing	Boca Raton, FL	GL Homes	\$891,345.12	9/1/2018 Completed on time/on budget	John Kopelakis jkopelakis@pbccgov.org (561) 684-4180
SR 25 (US27)/N-FDOT Fl. No. 430603-1-52-01 T4445	The Improvements under this contract consist of milling and resurfacing, cross slope correction, signing and pavement markings, installation of traffic monitoring sites, signalization and lighting improvements along SR 25 (US 27).	US 27 - Broward County	FDOT	\$8,418,937.03	8/31/2018 Completed on time/on budget	Mario Sabi Jr., E.I. Project Engineer Pinnacle Consulting Enterprises, Inc. FDOT Broward Ops. 5548 NW 9th Avenue Ft. Lauderdale, FL 33309 Mobile: 305-951-1372 msabj@pinnaclecei.com
I 75 Segment D	Heavy Highway – Express Lane Construction and Interchange Improvements	FDOT D4 Broward County	FDOT	\$80,437,734.08	7/16/2018 Completed on time/on budget	Scott Gombor, P.E. sgombor@elsmanrusso.com (954) 931-6799
Glades Rd Interchange Ramp Improvements – FDOT Fl. No. 435615-1-52-01 E8P90	Work consists of providing all labor, materials, equipment and Incidentals necessary for widening the northbound off ramp to two (2) lanes and adjusting Turnpike Mainline geometry to provide an additional auxiliary lane in the northbound direction from Milepost 75.603 to Milepost 76.404. The existing ramp bridge over the Lake Worth Drainage District canal will be modified to remove the northbound off ramp traffic and a new two lane bridge constructed. Minor modifications to signing and pavement markings, ITS, and lighting are also included. The Improvements under this Contract also consist of the addition of a right turn lane from the Turnpike off ramp to Glades Rd westbound and a right turn lane along Glades Road westbound to the northbound entry to Florida's Turnpike. The signing and pavement markings, lighting, and signalization was modified at the Turnpike Entrance and the Concrete Center for the new lane.	Glades Rd in Boca Raton, and FL's Turnpike MP 75	FDOT	\$8,378,687.61	4/11/2018 Completed on time/on budget	Elizabeth N. Jett, P.E. American Engineering Group, Inc. Senior Project Engineer 8726 NW 26th Street, Suite #4, Miami, FL 33172 Mobile: 305-951-0015 ejett@americanenggroup.com



WORK EXPERIENCE/REFERENCES

US 27 Boggy Marsh Lake Louisa No. 238422-1-52-01	- FDOT Fin T5558	The improvements under this contract consist of the reconstruction of SR 25 (US 27) in Lake County from Boggy Marsh Road to 1,000 feet north of Lake Louise Road from rural typical section to a suburban six (6) lane divided typical section. This contract also includes curb and gutter, some improvements, signing and pavement markings, gravity and retaining walls, box culverts and signals, etc.	US 27 Lake County	FDOT	\$37,254,543.23	4/1/2018 Completed on time/on budget	William R Wages BWAGES@METRICENG.COM (407) 948-8281
Haverhill Road	Milling And Resurfacing	Palm Beach County	Palm Beach County	\$888,838.50	2/1/2018 Completed on time/on budget	John Kopelakis /kopelakis@pbcgov.org (561) 684-4180	
Cobblestone Country Club Overlay	Construction of a parking lot	10301 SW Rookery Way, Palm City, FL 34990	Cobblestone Country Club HOA, Inc.	\$530,900.85	5/16/2017 Completed on time/on budget	Cobblestone Country Club HOA, Inc., (772) 233-8010 / hoaooffice@cobblestonecc.org	
Palm Beach International Airport Taxiway E & D	Taxiway Construction	Palm Beach International Airport	PBIA	\$4,955,479.55	5/1/2016 Completed on time/on budget	Cindy Portnoy cportnoy@pbia.org (561) 471-7400	
I-595 Segment D	I-595 Improvements – Express Lanes Construction	FDOT D4 Broward County	Dragados USA	\$54,037,650.71	3/1/2014 Completed on time/on budget	Antonio Mayo	

LITIGATION HISTORY FOR
RANGER CONSTRUCTION INDUSTRIES, INC.
(FIVE (5) YEARS)

The following concerns all claims, arbitrations, and lawsuits brought by or against Ranger Construction Industries, Inc. (Ranger), or predecessor organizations, within the last five (5) years but excludes employee/labor related claims. There are no relevant administrative hearings. Any settlements are confidential.

2018 Cases

1. Case Number, Name and Date Filed

Gerding v. Ranger Construction Industries, Inc., Orange County Circuit Court Case No.: 2018-CA-000389-O

Filed: January 11, 2018

Ranger was Defendant

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff filed a lawsuit for Trespass for resulting in damages to Plaintiff's home and the homes of others.

Brief description of the Subject Matter and Project Involved

Plaintiff claimed that Ranger claimed that Ranger in its pile driving operations in the installation of the Apollo Bridge, Project No. 241241-1-52-01 for the Florida Department of Transportation caused vibrations that damage the property of the Plaintiff and Plaintiff's neighbors. Ranger denies any liability from claims made against it and denies the allegations of all pleadings in the lawsuit directed at Ranger claiming such liability or responsibility.

Disposition of Case

This matter remains pending but not being prosecuted.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Raymer F. Maguire, III
Harold Lassman
Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, Florida 32801

Email: none known

Telephone: 407-228-9522

2. Case Number, Name and Date Filed

Rios v. Ranger Construction Industries, Inc., et al., Orange County Circuit Court Case No.: 2018-CA-010754-O; companion case, *Monagas v. Ranger Construction Industries, Inc., et al.*, Orange County Circuit Court Case No.: 2018-CA-010754-O

Filed: October 2, 2018

Ranger was a Defendant

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff filed a multi-count lawsuit against several defendant, including and action for Negligence against Ranger resulting in damages to Plaintiffs.

Brief description of the Subject Matter and Project Involved

Plaintiffs claim that a dump truck controlled by others and parked in a construction area under the control of Ranger led to damages to Plaintiffs when struck by a vehicle Plaintiffs were travelling in. The construction area was on South John Young Parkway Project for the Florida Department of Transportation with Prince Contracting, LLC being the Prime Contractor. Ranger denies any liability from claims made against it and denies the allegations of all pleadings in the lawsuit directed at Ranger claiming such liability or responsibility.

Disposition of Case

This matter was settled and a Notice of Voluntary Dismissal was filed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409

Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: R. Samuel Dunaway
Dan Newlin & Partners
7335 W. Sand Lake Road, Suite 300
Orlando, FL 32819

Email: sam.dunaway@newlinlaw.com

Telephone: 407-845-1810

3. Case Number, Name and Date Filed

Wantman Group v. Ranger Construction Industries and Travelers Casualty and Surety Company of America, Palm Beach County Circuit Court Case No.: 2018-CA-003131, Div. AN

Ranger was Defendant/Counter-Plaintiff

Filed: March 14, 2018

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Wantman Group brought an action against Ranger Construction and Ranger Construction's bonding company for Breach of Contract as to Segment C (Count I), Breach of Segment C Bond (Count II), Breach of Contract of Contract as to Segment D (Count III), Breach of Segment D Bond (Count IV), Unjust Enrichment (Count V) and Declaratory Relief (Count VI). Ranger Construction brought its Counterclaim against Wantman Group seeking damages for Breach of Segment C Memorandum of Understanding (Count I), Breach of Segment C Design Services Agreement (Count II), Professional Negligence as to Segment C (Count III), Breach of Segment D Memorandum of Understanding (Count IV), Breach of Segment D Design Services Agreement (Count V), Professional Negligence as to Segment D (Count VI).

Brief description of the Subject Matter and Project Involved

This is a payment dispute commenced by Wantman Group with Ranger Construction countering that Wantman Group caused damages to Ranger Construction in the form of, among other things, additional costs for work efforts and extended performance to overcome errors by Wantman Group on Segments C and D of the I-75 Project for FDOT in Broward County, Florida.

Disposition of Case

Settled during the lawsuit. Stipulation for Voluntary Dismissal has been filed. Settlement terms are confidential.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Eddie Baird
Baird Law
941 W. Morse Blvd., Suite 100
Winter Park, FL 32789

Email: eddie@baird.law

Telephone: 407-906-7615

4. Case Number, Name and Date Filed

Colbath v. Ranger Construction Industries, Palm Beach Circuit Court Case No.: 2018-CA-004312, Div. AI

Filed: April 10, 2018

Ranger is Defendant

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Jason Colbath filed a one count Complaint against Ranger Construction for Negligence.

Brief description of the Subject Matter and Project Involved

Jason Colbath claims that he was involved in a one car crash due to the roadway under construction by Ranger Construction on a State Road 710 Project for FDOT in Palm Beach County, Florida.

Disposition of Case

This matter has been settled.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye

General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Steven J. Rothman
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

Email: srothman@jonesfoster.com

Telephone: 561-650-0404

5. Case Number, Name and Date Filed

Daigle v. Ranger Construction Industries, Palm Beach Circuit Court Case No.: 50 2018 CA 004312, Div. AJ

Filed: August 8, 2018

Ranger was Defendant

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Edward Daigle filed a one count lawsuit against Ranger Construction for Negligence.

Brief description of the Subject Matter and Project Involved

Edward Daigle claimed that he was involved in a one car crash due to the roadway under construction by Ranger Construction on a State Road 710 Project for FDOT in Palm Beach County, Florida.

Disposition of Case

Settled during the lawsuit. Order of Dismissal with Prejudice was entered.
All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: J. Freddy Rhoads
6701 South Dixie Highway
West Palm beach, Florida 33405

Email: freddy@rhoadslawgroup.com

Telephone: 561-253-6397

2019 Cases

1. Case Number, Name and Date Filed

Ranger Construction Industries v. Sunray Paving and RLI Insurance Company, Seminole County Circuit Court Case No.: 2019-CA-003-53-15-L

Ranger is Plaintiff.

Filed: October 3, 2019

Name of Court or other Tribunal

Seminole County Circuit Court – Eighteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction filed a lawsuit against RLI Insurance Company on an Action on a Lien Transfer Bond (Count I) and then an action for Open Account (Count II), Account Stated (Count III) and Goods Sold (Count IV) against Sunray Paving.

Brief description of the Subject Matter and Project Involved

Payment dispute. Ranger Construction Industries, Inc. is due monies for asphalt materials sold concerning the Parkdale Place Project located in Seminole County, Florida.

Disposition of Case

This matter has been resolved.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: None

Email: None

Telephone: None

2. Case Number, Name and Date Filed

Winston Towers 500 Association, Inc. v. Ranger Construction Industries, Inc., et al., Miami-Dade County Circuit Court
Case No.: 19-000516-CA-01

Filed: January 4, 2019

Ranger was a Defendant.

Name of Court or other Tribunal

Miami-Dade County Circuit Court – Eleventh Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff filed a multi-party and multi-count lawsuit, which included actions against the Project Subcontractors such as Ranger for Negligence and Violations of Building Code and Statutory Warranties.

Brief description of the Subject Matter and Project Involved

Plaintiff claims damages arising out of alleged defects in the work of multiple trades at the Winston Tower 500 Condominium Project, which is a 22-story residential building in Miami-Dade County, Florida. Ranger denies any liability from claims made against it and denies the allegations of all pleadings in the lawsuit directed at Ranger claiming such liability or responsibility.

Disposition of Case

The matter was resolved during litigation and a Stipulation for Dismissal and Order of Dismissal was filed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: James C. Prichard
Ball Janik, LLP
201 E. Pine Street
Orlando, Florida 32801

Email: jprichard@balljanik.com

Telephone: 407-455-5664

3. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Engecon Construction, Inc. and Great American Insurance Company, Palm Beach County Circuit Court Case No.:50-2019-CA-014732-XXXXMB

Ranger is Plaintiff.

Filed: November 15, 2019

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction has brought a claim for Action on Payment Bond (Count I) and an action for Breach of Contract (Count II) seeking payment of monies owed to Ranger Construction by Engecon Construction.

Brief description of the Subject Matter and Project Involved

This is a payment dispute whereby Engecon Construction owes Ranger Construction monies for work performed on a Village of Royal Palm Beach Project known as Road Resurfacing (Ponce De Leon and La Mancha).

Disposition of Case

Settled. Case dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Ira Libanoff
Ferencik, Libanoff, Brandt, Bustamante and Goldstein, P.A.
150 S. Pine Island Road, Suite 400
Plantation, FL 33324

Email: ilibanoff@flbbwlaw.com

Telephone: 954-474-8080

2020 Cases

1. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Wantman Group, Inc., Palm Beach County Circuit Court Case No. 50 2020 CA 002166 MB, Division AD

Ranger is Plaintiff/Counter-Defendant

Filed: February 25, 2020

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction brought an action against Wantman Group for Breach of Contract (Count I) and Professional Negligence (Count II). Wantman Group filed a Counterclaim against Ranger Construction for Breach of Contract (Count I) and Unjust Enrichment (Count II).

Brief description of the Subject Matter and Project Involved

This is a dispute commenced by Ranger Construction claiming that Wantman Group caused damages to Ranger Construction in the form of additional costs due to work efforts to overcome errors by Wantman Group on the I-95 at St. John's Heritage Parkway Interchange Project for FDOT in Brevard County, Florida. Wantman Group countered claiming monies unpaid to it by Ranger Construction for work performed.

Disposition of Case

The case has been settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409

Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Eddie Baird
Baird Law
941 W. Morse Blvd., Suite 100
Winter Park, FL 32789

Email: eddie@baird.law

Telephone: 407-906-7615

2. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Hubbard Construction Company, Broward County Circuit Court Case No.: 06 2020
CA 010113 CE

Filed: June 19, 2020

Ranger is Plaintiff

Name of Court or other Tribunal

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction brought a single count lawsuit against Hubbard Construction for Breach of Contract.

Brief description of the Subject Matter and Project Involved

This is a payment dispute where Ranger Construction seeks payment for work performed for Hubbard Construction on the SR-9/I-95 Project for FDOT in Miami-Dade and Broward Counties.

Disposition of Case

This matter has settled, and has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Curtis L. Brown
Wright, Fulford, Moorhead & Brown, P.A.
505 Maitland Avenue, Suite 1000
Altamonte Springs, FL 32701

Email: cbrown@wfmblaw.com

Telephone: 407-425-0234

3. Case Number, Name and Date Filed

Wesley Allen Miller v. Michael Colby Dorosz and Ranger Construction Industries, Inc., Orange County Circuit Court Case No. 2020-CA-011462-O

Ranger is a Defendant

Filed: November 17, 2020

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff brought an action for Negligence as to each Defendant arising from an automobile accident.

Brief description of the Subject Matter and Project Involved

This dispute concerns a claim for damages arising from an automobile accident relating to a Project near SR 408 in Orange County, Florida.

Disposition of Case

This case has been settled and a Notice of Settlement has been filed. The filing of a dismissal remains pending.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Adrienn N. Toth
Morgan & Morgan, P.A.
20 N. Orange Avenue, Suite 1600
Orlando, FL 32801

Email: atoth@forthepeople.com

Telephone: 407-420-1414

4. Case Number, Name and Date Filed

Prince Contracting, LLC v. Ranger Construction Industries, Inc., Orange County Circuit Court Case No. 2020-CA-010736-O

Ranger was a Defendant

Filed: November 26, 2020

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Prince Contracting, LLC brought an action against Ranger for Contractual Indemnification and Breach of Contract allegedly due to an auto accident on a Project located in Orange County. This concerns the *Rios* litigation cited above.

Brief description of the Subject Matter and Project Involved

This matter concerns the same facts as the *Rios* litigation cited above.

Disposition of Case

The case has been settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Kurt M. Spengler

Wicker Smith
390 N. Orange Avenue, Suite 1000
Orlando, FL 32801

Email: kspengler@wickersmith.com

Telephone: 407-843-3939

2021 Cases

1. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Competition Grading, Inc., Palm Beach County Small Claims Court Case No. 502021SC001627XXXXMBRE

Ranger is Plaintiff

Filed: January 28, 2021

Name of Court or other Tribunal

Palm Beach County Small Claims Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction brought an action against Competition Grading due to nonpayment by Competition Grading for asphalt materials sold to Competition Grading.

Brief description of the Subject Matter and Project Involved

Competition Grading accepted the asphalt and incorporated the asphalt into a Project known as Car World of Palm Beach, and then failed by Ranger Construction for the same.

Disposition of Case

Default and Default Final Judgment were entered against Competition Grading. This matter remains pending while Ranger seeks to collect on the Default Final Judgment.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

There is no opposing counsel.

2. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. R.I.B. Equipment Services, LLC, Broward County Small Claims Court Case No. 062021SC011352AXXXCE

Ranger is Plaintiff

Filed: March 1, 2021

Name of Court or other Tribunal

Broward County Small Claims Court – Seventeenth Judicial Circuit

Amount in dispute is less than \$5,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger Construction brought an action against R.I.B. Equipment due to nonpayment by R.I.B. Equipment for asphalt materials sold to R.I.B. Equipment.

Brief description of the Subject Matter and Project Involved

R.I.B. Equipment accepted the asphalt and incorporated the asphalt into a project located in Broward County, and then failed by Ranger Construction for the same.

Disposition of Case

This matter has settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

There is no opposing counsel at this time.

3. Case Number, Name and Date Filed

Greenberg v. Kolter Group Acquisitions LLC, Ranger Construction Industries, Inc. et al., Palm Beach Circuit Court Case No. 502021CA009158XXXXMB Div. AN

Ranger is Defendant

Filed: July 27, 2021

Name of Court or other Tribunal

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff claims damages from multiple Defendants arising out of alleged defects in the work of for a Project developed by Kolter Group known as “Alton Neighborhood 1 — Phase 1 Unit of Development 2C — NPBCID Job #: PRJ-564 ARCADIS Project #: WF59OPO 1.1122” which led to an accident at the intersection of Edison Place and Dickens Terrace in Palm Beach Gardens, Florida. Ranger denies any liability from claims made against it and denies the allegations of all pleadings in the lawsuit directed at Ranger claiming such liability or responsibility.

Brief description of the Subject Matter and Project Involved

Plaintiff seeks damages for injuries claimed due to an accident at Edison Place and Dickens Terrace in Palm Beach Gardens, Florida related to work performed on a Project developed by Kolter Group known as “Alton Neighborhood 1 — Phase 1 Unit of Development 2C — NPBCID Job #: PRJ-564 ARCADIS Project #: WF59OPO 1.1122”

Disposition of Case

This matter as to Ranger Construction Industries, Inc. has been dismissed with prejudice.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

William T. Allen, Jr., Esq.
Steven M. Brady, Esq.
David Carlson, Esq.
Allen Law Firm, P.A.
2550 S.W. 76th Street, Suite 150
Gainesville, Florida 32608
Phone: (352) 331-6789
Fax: (352) 331-6785

4. Case Number, Name and Date Filed

Ranger is Defendant

Filed: September 20, 2021

Name of Court or other Tribunal

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Inverrary Gardens Master Association, Inc. brought an interpleader action concerning funds held regarding a contract with Advanced Pavement Group, LLC concerning a project for the Association. The action seeks to determine how the funds should be distributed.

Brief description of the Subject Matter and Project Involved

Ranger Construction had supplied some asphalt to the Project, but has been paid in full and provided a Final Release for the payment.

Disposition of Case

This matter has been resolved as to Ranger Construction and the case as to Ranger Construction has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

John Schank
Frank, Weinberg & Black, P.L.
7805 SW 6th Court
Plantation, FL 33324
Office: (954) 474-8000
Fax: (954) 474-9850
Email: jscahnk@fwblaw.net

5. Case Number, Name and Date Filed

Ranger was a Defendant

Filed: September 24, 2021

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff brought an action for Negligence as to each Defendant arising from an automobile accident.

Brief description of the Subject Matter and Project Involved

This dispute concerns a claim for damages arising from an automobile accident relating to a Project near the intersection of I-4 and SR 414 in Maitland, Florida.

Disposition of Case

The case has been settled, and dismissal of the action is pending.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Donna Zmijewski
DAN NEWLIN INJURY ATTORNEYS
7335 W. Sand Lake Road, Suite 300
Orlando, FL 32819

Email: donna@newlinlaw.com

Telephone: 407-440-9524

2022 Cases

1. Case Number, Name and Date Filed

Traffic Control Devices, LLC v. Ranger Construction Industries, Inc. and Travelers Casualty and Surety Company of America, Seminole County Circuit Court Case No. 2022-CA-000032

Ranger is a Defendant

Filed: January 14, 2022

Name of Court or other Tribunal

Seminole County Circuit Court – Eighteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Traffic Control Devices, LLC has brought a claim for Breach of Contract (Count I) and an action for Action on Payment Bond (Count II) seeking payment of monies claimed to be owed to Traffic Control Devices, LLC by Ranger Construction Industries, Inc. and its payment bond surety.

Brief description of the Subject Matter and Project Involved

Traffic Control Devices, LLC seeks payment for work performed concerning the SR 91, AET Turnpike North, AET Northern Coin Conversion MP 210-249 Project for FDOT in Lake, Orange, Osceola and Sumter Counties. However, due to delays in Traffic Control Devices, LLC performance, Ranger Construction Industries, Inc. backcharged Traffic Control Devices, LLC in accordance with the Subcontract for delay impacts sustained by Ranger Construction Industries, Inc.

Disposition of Case

This matter has been resolved and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Alejandro Espino
VLP COPENHAVER ESPINO, PLLC
201 Alhambra Circle, Suite 801
Coral Gables, Florida 33134
Telephone: (305) 443-2043
E-mail: aespino@vlplaw.com

2. Case Number, Name and Date Filed

Eagle Carriers of South Florida, LLC v. Orion & Associates Trucking Solutions, LLC, Ranger Construction Industries, Inc. et al.,

Palm Beach County Circuit Court Case No. 50-2022-CA-005620-XXXX-MB

Ranger is a Defendant

Filed: June 30, 2022

Name of Court or other Tribunal

Palm County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Eagle Carriers of South Florida, LLC filed a thirteen count Complaint against various Defendants, including Ranger and its payment bond surety Travelers relating to a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. Count VIII (Claim Against Payment Bond) pertains to Travelers, while Counts IX (Unjust Enrichment) and X (Quantum Meruit) pertain to Ranger.

Brief description of the Subject Matter and Project Involved

Eagle Carriers of South Florida, LLC seeks payment for alleged hauling services provided to Orion & Associates Trucking Solutions, LLC, a trucking subcontractor to Ranger on the Project.

Disposition of Case

This matter has been resolved and the case has been dismissed as to Ranger, Travelers and the South Florida Water Management District.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Raul Morales
Martinez Morales
2600 S. Douglas Road, Suite 305
Coral Gables, Florida 33134
Email: rmorales@mmlawfl.com
Phone: 305-501-5011

3. Case Number, Name and Date Filed

Garrett Lamar Carter v. Central Florida Expressway Authority and Ranger Construction Industries, Inc., Orange County Circuit Court Case No. 2022-CA-009531-O

Ranger is a Defendant

Filed: October 20, 2022

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff brought an action for Negligence as to each Defendant arising from accident involving the Plaintiff's motorcycle.

Brief description of the Subject Matter and Project Involved

This dispute concerns a claim for damages arising from an accident relating to a Project near SR 414 Above Highway 441 in Orange County, Florida. The accident allegedly was caused by uneven concrete.

Disposition of Case

This case has been resolved and dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: Aboubakr Maaroufi
Bogin, Munns & Munns, P.A.
1524 N. John Young Parkway
Kissimmee, FL 34741

Email: amaaroufi@boginmunns.com

Telephone: 407-870-1919

2023 Cases

1. Case Number, Name and Date Filed

Matthew Shuman v. Ranger Construction Industries, Inc., et al., Orange County Circuit Court Case No. 2023-CA-006416-O

Ranger is a Defendant

Filed: March 21, 2023

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Plaintiff brought an action for Negligence as to Ranger and the driver of a Ranger vehicle arising from accident involving the Plaintiff's automobile.

Brief description of the Subject Matter and Project Involved

This dispute concerns a claim for damages arising from an accident relating to a Project near SR 417 approaching Mile Marker 11 in Orange County, Florida.

Disposition of Case

This case has been resolved and dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Name: James Thomas Gordon
313 Central Avenue
Oviedo, FL 32765

Email: jim@beersandgordonlaw.com

Telephone: 407-862-1825

2. Case Number, Name and Date Filed

Roadway Construction, LLC v. Ranger Construction Industries, Inc. and Travelers Casualty and Surety Company of America, Miami-Dade County Circuit Court Case No. 2023-018607-CA-01

Ranger is a Defendant

Filed: June 23, 2023

Name of Court or other Tribunal

Miami-Dade County Circuit Court – Eleventh Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Roadway Construction, LLC has brought a claim for Breach of Contract (Count I) and an action for Action on Payment Bond (Count II) seeking payment of monies claimed to be owed to Roadway Construction, LLC by Ranger Construction Industries, Inc. and its payment bond surety.

Brief description of the Subject Matter and Project Involved

Roadway Construction, LLC seeks payment for work performed relating to a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. Ranger and Travelers do not owe Roadway Construction, LLC unpaid monies for work performed on the referenced Project.

Disposition of Case

The litigation has been resolved and the case has been dismissed.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Timothy S. Taylor
Taylor, Corwin & Van Cleaf, PLLC
255 Alhambra Circle, Suite 1170
Coral Gables, Florida 33134
Email: ttaylor@tcv.law
Phone: 305-859-4400

3. Case Number, Name and Date Filed

I-595 Express, LLC v. Dragados USA, Inc., Prince Contracting, Inc., Ranger Construction Industries, Inc., et al., Broward County Circuit Court Case No. CACE 23-017550, Div: 13

Ranger is a Defendant

Filed: August 25, 2023

Name of Court or other Tribunal

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

I-595 Express, LLC has brought a claim against Ranger for Negligence, Breach of Implied Warranty of Merchantability, Breach of Implied Warranty for a Particular Purpose and Common Law Indemnity. Multiple other defendants have been sued for the same counts. There is one count for Breach of Contract against Dragados.

Brief description of the Subject Matter and Project Involved

I-595 Express, LLC claims damages against multiple defendants for allegedly installing defective overhead signs that are located on the I-595 roadway at various locations. Although Ranger did not install any such signage or have the signage as part of its scope of work, the lawsuit nonetheless includes Ranger.

Disposition of Case

This action was recently filed, but not served and presently is pending; however, a Tolling Agreement has been executed by the parties.

Although insurance defense counsel may be assigned to the matter, for the time being all inquiries regarding the litigation on behalf of the Ranger should be directed to:

Bradley S. Copenhaver
VLP Copenhaver Espino
413 East Park Avenue
Tallahassee, Florida 32301
(850) 224-6205 (office)
bcopenhaver@vlplaw.com

and

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Timothy S. Taylor
Taylor, Corwin & Van Cleaf, PLLC
255 Alhambra Circle, Suite 1170
Coral Gables, Florida 33134
Email: ttaylor@tcv.law
Phone: 305-859-4400

2024 Cases

1. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. John B. Webb & Associates, Inc., Hendry County Circuit Court Case No. 2024 CA 498.

Ranger is a Plaintiff

Filed: August 20, 2024

Name of Court or other Tribunal

Hendry County Circuit Court – Twentieth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger has brought a claim for Breach of Contract (Count I), Professional Negligence (Count II) and Contractual Indemnification (Count III) seeking reimbursement for damages caused by John B. Webb & Associates, Inc. due to survey errors caused by them on the Project in question.

Brief description of the Subject Matter and Project Involved

Ranger seeks payment for damages due to survey errors relating to underground structures being installed on a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. The survey errors caused additional work to be performed by the subcontractor performing the installation of the underground drainage structures on the Project.

Disposition of Case

The litigation has been resolved with a Notice of Voluntary Dismissal to be filed.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye

General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

None at this time.

2. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Harry Pepper & Associates, Inc., Federal Insurance Company and Travelers Casualty and Surety Company of America, Palm Beach County, AAA Case No.: 01-24-0008-3142, with companion Palm Beach County Circuit Court Case No. 50-2024-CA-010095XXA-MB.

Ranger is a Plaintiff and Counter-Defendant

Filed: October 22, 2024

Name of Court or other Tribunal

American Arbitration Association

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger has brought a claim for Breach of Contract and an Action on the Payment Bonds seeking damages for impacts to Ranger's work, including monetary impacts for Ranger having to perform additional work and extra efforts on the two Projects in question due to the actions and inactions of Harry Pepper & Associates, Inc. Ranger is also unpaid certain contract monies for work performed. Harry Pepper & Associates, Inc. has filed a Counter-Demand in Arbitration claiming that Ranger breached the contract first and seeking damages from Ranger for the same.

A companion circuit court case was filed in Palm Beach County Circuit Court, and the parties have agreed to stay that action to permit the arbitration proceedings to go forward.

Brief description of the Subject Matter and Project Involved

This matter is pending before the American Arbitration Association based on arbitration clauses in the two Subcontracts with Harry Pepper & Associates, Inc. concerning two separate projects for the South Florida Water Management District (STA-1W Expansion #2, G780 and G781 Pump Stations located in Palm Beach County, Florida and the STA-1W Expansion #2, G782 Pump Station located in Palm Beach County, Florida).

During construction regarding both the 780/781 Project and the 782 Project, Harry Pepper & Associates, Inc. did not perform all its predecessor work diligently and properly in accordance with the Subcontracts and the Contract Documents. Even though Harry Pepper & Associates, Inc. knew it was not properly performing its predecessor work necessary for Ranger to perform its work, Harry Pepper & Associates, Inc. still required Ranger to continue work efforts and maintain

resources to meet the Project Schedule. This caused impacts to Ranger's work resulting in additional costs on both Projects, as well as delay impacts to the work. Ranger is also unpaid certain Subcontract monies on each Project.

Harry Pepper & Associates, Inc. claims that Ranger breached first by not performing its work on the Project and claims damages as a result.

Disposition of Case

The litigation has recently been filed and remains pending.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Shelly L. Ewald
Jordan A. Hutcheson
Stephanie M. Rolfsness
WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.
1765 Greensboro Station Place, Suite 1000
McLean, Virginia 22102
703-749-1000

2025 Cases

1. Case Number, Name and Date Filed

Ranger Construction Industries, Inc. v. Florida Recycling Center, LLC and C&A Trucking, Inc., Orange County Circuit Court Case No. 2025-CA-002109-O.

Ranger is a Plaintiff

Filed: March 12, 2025

Name of Court or other Tribunal

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

Type of Case

Civil

Claim or Cause of Action and Brief description of each Count

Ranger has brought a claim for an Action on Foreclosure of Construction Lien (Count I) and Breach of Contract (Count II), seeking payment for monies not paid to Ranger for work performed on a property for a storage facility being constructed thereon by the Owner located in Orange County, Florida.

Brief description of the Subject Matter and Project Involved

Ranger seeks payment for monies owed for work performed under a contract with C&A Trucking, Inc. who was acting as the Contractor to Florida Recycling Center, LLC, the Owner of the Project in question. As a result of nonpayment for the work performed and accepted, Ranger recorded a Construction Lien against the Owner's Project property. Because of the continued nonpayment suit was filed against both the Contactor and the Owner to recover such monies owed.

Disposition of Case

The litigation is in its early stages and remains pending.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye
General Counsel
1645 North Congress Avenue
West Palm Beach, Florida 33409
Email: rob.frye@vecelliogroup.com
Phone: 561-784-3487

Opposing Counsel

Frederick C. Barnes
500 N. Maitland Ave.
Suite 305
Maitland, FL 32751
Phone: 407-865-9200
Email: fred@fcbarneslaw.com

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) RANGER CONSTRUCTION INDUSTRIES, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1645 N. CONGRESS AVENUE 6 City, state, and ZIP code WEST PALM BEACH, FL. 33409 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
5	9	-	2	0	9	8	6	6

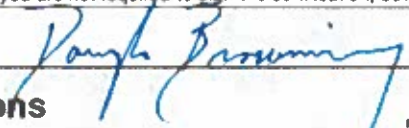
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 10-28-24
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 18, 2024

RANGER CONSTRUCTION INDUSTRIES, INC.
1645 N CONGRESS AVE
WEST PALM BEACH, FLORIDA 33409

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, UNDERGROUND UTILITY AND RIP RAP.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KRACUNAS, MICHAEL B

RANGER CONSTRUCTION INDUSTRIES, INC.
1645 NORTH CONGRESS AVENUE
WEST PALM BEACH FL 33409

LICENSE NUMBER: CGC081554

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CITY OF WINTER GARDEN
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
P: 407.656.4111
WWW.WINTERGARDEN-FL.GOV

WINTER GARDEN • Where good things grow

LOCAL BUSINESS TAX RECEIPT FOR CITY OF WINTER GARDEN

Business Name:	RANGER CONSTRUCTION INDUSTRIES	Location:	1200 ELBOC WAY
Receipt No:	25-00000189	Class:	MANUFACTURER/FABRTR/AS MBLR - > 30 EMPLOY
Tax/Add'l Tax:	\$ 286.66 \$	Issue Date:	August 20, 2024
Late Penalty:	\$ 0.00	Expires:	September 30, 2025
Total Paid:	\$286.66	Restrictions:	MUST COMPLY WITH LOCAL BUSINESS TAX REQUIREMENTS
		Comments:	

RANGER CONSTRUCTION INDUSTRIES
1645 NORTH CONGRESS AVE

WEST PALM BEACH FL 33409

BUSINESS TAX RECEIPT MUST BE POSTED IN CONSPICUOUS PLACE AT ALL TIMES.

*****PLEASE NOTE THE TOP PORTION IS YOUR LOCAL BUSINESS TAX RECEIPT
AND IS PAID THRU SEPTEMBER 30th OF NOTED YEAR ABOVE *****

1. Business Tax Year is from October 1st through September 30th. Tax fees are prorated after April 1st as a half-year fee.
2. All **new** commercial business tax **must** be inspected by the Fire Department to meet all applicable state and city code requirements. You will be contacted to make arrangements for your inspection by the City Fire Inspector.
3. An Orange County Business Tax must be registered and paid **AFTER YOU HAVE BEEN ISSUED THE WINTER GARDEN BUSINESS TAX RECEIPT**. They are located at 200 S. Orange Ave, 16th Floor- Suite 1600, Orlando, FL 32801 and their office phone number is (407) 434-0312.

2600 MFG-ASPHALT 2024 EXPIRES 9/30/2025 2600-0049122
\$140.00 75 EMPLOYEES

TOTAL TAX \$140.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$190.00
TOTAL DUE \$0.00

VECELLIO JR LEO A CEO

RANGER CONSTRUCTION
INDUSTRIES INC
1645 N CONGRESS AVE
WEST PALM BCH FL 33409

1200 ELBOC WY
C - WINTER GARDEN, 34787

PAID: \$190.00 0098-01155371 7/9/2024

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.

2600 MFG-ASPHALT 2024 EXPIRES 9/30/2025 2600-0049122
\$140.00 75 EMPLOYEES

TOTAL TAX \$140.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$190.00
TOTAL DUE \$0.00

1200 ELBOC WY
C - WINTER GARDEN, 34787

PAID: \$190.00 0098-01155371 7/9/2024



VECELLIO JR LEO A CEO

RANGER CONSTRUCTION
INDUSTRIES INC
1645 N CONGRESS AVE
WEST PALM BCH FL 33409

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2024

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: William Phelps PHONE (A/C, No, Ext): 321-254-8477 E-MAIL: billphelps@friedlandercompany.com FAX (A/C, No): 321-988-0209 ADDRESS: billphelps@friedlandercompany.com		
INSURED Ranger Construction Industries, Inc. 1645 N Congress Avenue West Palm Beach FL 33409 RANG001		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Insurance		25615
		INSURER B: TRAVELERS IND CO OF CT		25682
		INSURER C: Travelers Property Casualty Co of Amer		25674
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 191143431 **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 ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CO-5807B217-24	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP-5807B186-24	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-5809B407-24	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8L888782-24	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
TO WHOM IT MAY CONCERN	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

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of April, 1996



Sandra B. Northam

Sandra B. Northam
Secretary of State

CR26022 (2-95)



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Detail by Entity Name

Florida Profit Corporation

RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
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Effective Date	06/08/1981
State	FL
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Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address

1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Changed: 10/04/2022

Mailing Address

1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Changed: 10/04/2022

Registered Agent Name & Address

BROWNING, DOUGLAS
1645 N Congress Ave
West Palm Beach, FL 33409

Name Changed: 08/25/2010

Address Changed: 04/13/2023

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title PRESIDENT

SCHAFER, ROBERT
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

FRANK, SCOTT
1645 N CONGRESS AVE
WEST PALM BEACH, FL 33409

Title CHAIRMAN, CEO

VECELLIO JR, LEO A
1645 N CONGRESS AVE
WEST PALM BEACH, FL 33409

Title VP

Fowler, Frank Scott
1200 Elboc Way
Winter Garden, FL 34787

Title VP

VECELLIO, MICHAEL A
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

VECELLIO, CHRISTOPHER S
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

VECELLIO, KATHRYN C
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title Director of Finance, Compliance & Tax

SMITH, ROBERT D
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title CHIEF ESTIMATOR-CENTRAL, ASST. SECRETARY

SKUBAL, STEVE
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM
4510 Glades Cut Off Rd
Ft Pierce, FL 34981

Title ASST TREASURER, ASST SECRETARY

GWINN, L.L.
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title ASST. SECRETARY

KRACUNAS, MICHAEL
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WEST PALM BCH, FL 33409

Title BRANCH OPERATIONS MANAGER

FLYNN, PATRICK
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Title ASST SECRETARY

ELLIS, BRIAN
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

TIMMING, JAMIE R
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WEST PALM BEACH, FL 33409

Title VP of Finance

SULLIVAN, MICHAEL
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Title General Counsel, Asst. Secretary

Frye, Robert
1645 N Congress Ave
West Palm Beach, FL 33409

Title Asst. Treasurer, Asst. Secretary

Lilly, Michele
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West Palm Beach, FL 33409

Title Operations Manager, Asst Secretary

Brown, Richard
1200 Elboc Way
Winter Garden, FL 34787

Annual Reports

Report Year	Filed Date
2022	04/27/2022
2023	04/13/2023
2024	04/03/2024

Document Images

04/03/2024 – ANNUAL REPORT	View image in PDF format
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01/30/2019 – ANNUAL REPORT	View image in PDF format
04/23/2018 – ANNUAL REPORT	View image in PDF format
08/02/2017 – AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 – ANNUAL REPORT	View image in PDF format
01/23/2016 – ANNUAL REPORT	View image in PDF format
03/26/2015 – ANNUAL REPORT	View image in PDF format
01/08/2014 – ANNUAL REPORT	View image in PDF format
01/28/2013 – ANNUAL REPORT	View image in PDF format
04/30/2012 – ANNUAL REPORT	View image in PDF format
02/24/2011 – ANNUAL REPORT	View image in PDF format
12/27/2010 – Merger	View image in PDF format
08/25/2010 – Reg. Agent Change	View image in PDF format
01/08/2010 – ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations



DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Ranger Construction Industries, Inc ("Ranger"), is committed to maintaining a work environment that is free from the influence of both illegal drugs and Alcohol. This commitment is designed to help protect the health, safety, and wellbeing of our employees, visitors, customers, applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively "Covered Persons"). In support of this effort, Ranger has adopted this Drug and Alcohol-Free Workplace Policy for all non-DOT full-time, part-time, hourly, salaried, temporary, and contingent workers at all Ranger locations. Because substance abuse at or away from work can seriously endanger the safety of employees and render it impossible to supply top-quality products and service, Ranger has also implemented a formal Employee Assistance Program to help employees in this capacity.

To this end, Ranger has adopted a comprehensive list of guidelines designed to maintain a drug and Alcohol-free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the Company.

Ranger will enforce this policy in a manner that is consistent with applicable federal, state, and local law.

This policy is effective 11/01/21 and supersedes any prior policy as well as other written or oral statements or representations by Ranger that are inconsistent with this policy.

Please note: this policy in no way guarantees employment for a certain period of time or otherwise alters an at-will employment relationship with Ranger.

Definitions: For purposes of this policy, the following capitalized words and terms mean:

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including, but not limited to, amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Alcohol** - means a colorless volatile flammable liquid that is produced by the natural fermentation of sugars or other substances and is the intoxicating constituent of wine, beer, spirits, and other drinks, and is an industrial solvent and as fuel. This definition includes any beverage in a liquid form which contains not less than one-half of one percent of Alcohol by volume and is intended for human consumption, as well as any surrogate Alcohol, homemade Alcohol, illicit Alcohol, unrecorded Alcohol, and non-beverage Alcohol not intended for human consumption but which are consumed for purposes of becoming intoxicated.
3. **Under the Influence** - means the presence of any Illegal Drugs, Unauthorized Substance, or Alcohol that has been consumed by a Covered Person, and includes actions, appearance, speech, or bodily odors that reasonably cause Ranger to conclude that a Covered Person is impaired because of Illegal Drug use, Alcohol use, or misuse of legal drugs (prescription and possibly over the counter drugs).
4. **Premises or Property** - means buildings, parking lots, vehicles owned or leased by Ranger or used for Ranger purposes, work facilities and plants, warehouses, equipment, or land used by Ranger, or its customers or suppliers.
5. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for operating a company or stipend vehicle or for the health, safety, and welfare of Ranger employees are also considered to work in a Safety-Sensitive Position. *See Appendix A.*



6. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed in violation of this policy. See “Prohibitions” number 4 (A) – (D) below. Unauthorized substances also include substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose (e.g. specifically including the inhalation of intoxicating substances, such as nitrous oxide, glue, cleaning products, etc.), and used in an unsafe manner or quantity so as to impair the employee’s ability to safely and adequately perform his/her job responsibilities.

Prohibitions: Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property or Customer Premises or Property) while under the influence of Alcohol, Illegal Drugs, and/or Unauthorized Substances. The presence of any consumed Alcohol in Covered Person’s system, regardless of when consumed, may be subject to disciplinary action in accordance with this policy.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property) with Alcohol in his/her system sufficient to yield a positive Alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) Alcohol, Illegal Drugs, and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner, or at any time, on Ranger Premises or Property, or while performing work (on or off Ranger Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over-the-counter, or prescription drugs on Ranger Premises or Property, or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, selling, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, sell, transfer, dispense, traffic, or distribute):
 - a. prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
 - b. prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
 - c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
 - d. over-the-counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or Alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or Alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or Alcohol test.
7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion Alcohol or drug test are prohibited from using Alcohol or drugs (including over-the-counter or prescription drugs) for eight (8) hours following the accident or



determination of reasonable suspicion, or until the Covered Person undergoes an Alcohol or drug test, whichever occurs first.

8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Ranger Premises or Property, or while performing work for Ranger.

Marijuana: Note that it is Ranger's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Ranger will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Ranger considers marijuana to be an Illegal Drug for purposes of this policy in *all* states – even those states that allow for medical and/or non-medical use.¹ Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Ranger Premises or Property or while on Ranger business is strictly prohibited.

Alcohol Use at Ranger Events: Alcohol is served at certain Ranger sponsored events and/or business-related activities. At those events, Alcohol consumption by Covered Persons (in moderation) does not violate the terms of this policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

Appropriate Use of Prescription Medication

Covered Persons' proper use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this policy. It is each Covered Person's responsibility to check with a physician regarding whether the use of any medication may adversely affect performance or safety at work. Ranger does not unlawfully discriminate against employees or applicants on the basis of disability. *Employees and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to the Human Resources Department.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee's job performance), may be subject to further assessment. In such cases, Ranger will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

Medication Disclosure

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely affect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to the Safety Department using the Medications Disclosure Form and Authorization for Release of Information attached hereto. *See Appendix B.* When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or the Human Resources Department for purposes of evaluating reasonable accommodations for a Covered Person's disability. Such disclosures will be, to the extent appropriate, treated confidentially by Ranger. This Medications Disclosure Form is job-related and consistent with business necessity.

¹ Ranger will not discriminate against Covered Persons based on their status as a patient enrolled in a medical cannabis registry program in those states where applicable and will not discriminate against patients enrolled in State authorized medical cannabis registry programs who test positive for cannabis components or metabolites. Notwithstanding, Covered Persons shall not use, possess, or be impaired by cannabis on Ranger Premises or Property during working hours.



Upon receipt of the completed Medications Disclosure Form, the Safety Department, and where appropriate, the Covered Person, the Covered Person's physician, Ranger's Medical Review Officer ("MRO"), and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

Non-Discrimination

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Ranger does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs, and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Drug and Alcohol Testing Procedures

Testing

Ranger will perform drug and Alcohol testing on Covered Persons in a manner consistent with applicable law. Ranger may test for the presence of some or all substances defined above as Illegal Drugs and/or Alcohol. The following are the types of testing that Ranger may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Ranger, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be subject to Post-accident drug testing when any accident results in a fatality, requires medical attention beyond first aid or results in lost work time, caused property damage (including damage to vehicles owned or leased by Ranger or being used for Ranger purposes) in a significant amount, or involved a Ranger customer or client. Covered Persons may be Alcohol tested when there is a reasonable suspicion that Alcohol use may have been a contributing factor to the injury or accident.

Testing under this section will be undertaken as soon as practicable after the reported injury or accident and administered to Covered Persons who Ranger reasonably believes may have contributed to the injury or accident. Testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug or Alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a test as set forth above as a result of an accident will not be allowed to return to work until the results of the test become available to Ranger and it is determined by Ranger that those Employees may return to work in accordance with this policy.

3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/Alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/Alcohol and/or has violated this policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two (2) or more people. Such persons will not be allowed to drive themselves to a clinic for drug/Alcohol testing or return to work until the results of the drug/Alcohol test become available to Ranger.
4. **Random Testing:** Covered Persons will be subject to random, unannounced drug and Alcohol testing, in accordance with applicable state and/or federal law. See Appendix A. All Covered Persons subject to the above testing are selected randomly by an independent contractor and will have an equal probability of being neutrally selected for such testing.



Testing Procedures

Drug or Alcohol test samples/specimens (typically breath in the case of Alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Ranger.² The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/Alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.³

Immediately after Ranger determines that a Covered Person shall be tested, a Ranger representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Ranger will pay the full cost of any testing it has requested or required of a Covered Person.

Ranger will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Ranger under this policy is considered work time for purposes of compensation and benefits.

Testing Results

A Covered Person shall not be deemed to be positive on a drug or Alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing. The confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method.⁴ Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded.⁵ Information regarding the screening cutoff levels for various drugs will be made available upon request.

Positive test results (or results determined to be adulterated, diluted, or substituted) will be communicated to Ranger's Medical Review Officer (MRO). On receipt of positive test results (or results determined to be adulterated, diluted, or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant.⁶ After speaking with the Covered Person, the MRO will report the results to Ranger as appropriate. Ranger will then make a determination regarding the appropriate response to the positive test results, which may include disciplinary action, up to and including termination of employment.

² In North Carolina, Covered Persons will receive written notice of their rights under the State's controlled substance testing statute and regulations at the time the individual provides any sample for controlled substance testing.

³ In Virginia, testing shall be performed, and a sample collected, in accordance with scientifically recognized standards by a laboratory accredited by the United States Department of Health and Human Services, the College of American Pathology, or the American Association for Clinical Chemistry, or the equivalent.

⁴ Screening, testing, and confirmation procedures for all Covered Persons subject to controlled substance testing under North Carolina law will comply with the requirements of the U.S. Department of Health and Human Services, 59 Federal Register No. 110, pages 29908 through 29931 (June 9, 1994), the requirements of the College of American Pathologists' (CAP) Forensic Urine Drug Test Inspection Checklist, and/or alternative procedures that meet the requirements of North Carolina's CSERA. Further, confirmation testing for all Covered Persons subject to controlled substance testing under North Carolina law will be done by the use of gas chromatography with mass spectrometry or an equivalent scientifically accepted method.

⁵ In North Carolina, a Covered Person has the right to retest a confirmed positive sample of a controlled substance test at the same or another approved laboratory during the time which the sample is required to be retained under North Carolina law. The Covered Person must request the release of the sample in writing specifying to which approved laboratory the sample is to be sent. The Covered Person incurs all reasonable expenses for chain of custody procedures, shipping, and retesting of positive samples related to this request. Covered Persons in West Virginia have a right to request that a split sample be tested at another laboratory at the Covered Person's expense.

⁶ In Alabama, a Covered Person who receives a positive confirmed test result may contest or explain the result to Ranger within five (5) working days after written notification of the positive test result. In Tennessee, a Covered Person may contest the results of a positive drug test within five (5) days of receiving written notice of the positive drug test result.



Covered Persons wishing to contest/rebut a positive test result must utilize the process explained by the MRO. Covered Persons, at their own expense, may request another test be performed utilizing the original specimen submitted at the time the initial sample was collected. No new samples may be submitted. If the result of the retest is determined to be negative, the Company will reimburse the cost of the retest and reinstate the Covered Person's employment status.

The results of any and all drug or Alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Ranger will not release any information regarding the test results outside of Ranger without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing.

Forfeiture of Benefits

It is a condition of employment for all Covered Persons to comply with this policy and its prohibitions on the use of Alcohol, Illegal Drugs, and/or Unauthorized Substances.

Covered Persons are hereby on notice that those who are discharged for violating this policy may be ineligible for unemployment compensation benefits.

Covered Persons are further on notice that those who test positive on a drug or Alcohol test after suffering a workplace accident and those who refuse to submit to a drug and/or Alcohol test after suffering a workplace accident may be ineligible for workers' compensation benefits relating to any injury sustained as a result of the workplace accident.

Education and Training

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Ranger makes available educational materials and training sessions on an as-needed basis.

Employee Assistance Program

Ranger provides its employees with access to an Employee Assistance Program ("EAP") that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment, and/or rehabilitation for drug or Alcohol abuse. Note that, unless required by law, Ranger does not pay for drug/Alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Ranger's Human Resource Department.

Note that a Covered Person's first request for assistance from the EAP *before* drug or Alcohol testing required under this policy will not itself be used as the basis for disciplinary action. A Covered Person's request for assistance from the EAP *after* drug or Alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this policy has already occurred.

Notification of Policy

Ranger will notify Covered Persons of this policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this policy; and (e) making copies of this policy available for inspection by Covered Persons during regular business hours.

Acknowledgment and Consent

Any Covered Person subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of Alcohol or drugs, and (2) the release to Ranger of medical information regarding the test results. See Appendix C. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to disciplinary action, up to and including termination.

**Reservation of Rights**

Ranger reserves the right to administer this policy and interpret, change, or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Ranger to modify or supplement the policy.

Questions

Covered Persons shall direct any questions about this policy to the Safety Department Safety Administrator at (561) 784-3541.



APPENDIX A

Safety-Sensitive Positions identified, but not limited to:

Accountant-Accounting
Accountant-Finance
Administrator-3D Machine Cntrl
Administrator-Accounting
Administrator-Accounts Payable
Administrator-Contracts
Administrator-Cost
Administrator-Environmental
Administrator-Facilities
Administrator-Human Resources
Administrator-Payroll
Administrator-Purchasing
Administrator-Safety
Administrator-Trucking
Analyst-Marketing
Area Manager-Grade
Area Manager-Operations
Asphalt Raker
Assistant Controller-Finance
Asst Manager Dispatch-Scale Op
Asst Manager-Administration
Backhoe Operator-Grade
Backhoe Operator-Pipe
Backhoe Operator-Pit
Backhoe Operator-Pump Station
Beltman-Plant
Broom Operator-Asphalt
Bulldozer Operator-Grade
Carpenter
Carpenter Trainee-Bridge
Carpenter-Bridge
Carpenter-Lift Station
Carpenter-Seawall
Chief Estimator
Clerk-Accounting
Clerk-Accounts Payable
Clerk-Accounts Receivable
Clerk-Administration
Clerk-Contracts
Clerk-Estimating
Clerk-General
Clerk-Parts
Clerk-Payroll
Clerk-Purchasing



Clerk-Safety
Concrete Finisher
Controller-Finance
Coordinator-Accounts Payable
Coordinator-Estimating
Coordinator-Human Resources
Coordinator-Operations
Coordinator-Payroll
Coordinator-Project
Coordinator-Safety
Crane Operator-Bridge
Crane Operator-Sea Wall
Crusher Operator-Pit
Director-Asphalt Plant Ops
Director-Bio Diesel Marketing
Director-Business Development
Director-Communications
Director-Environmental
Director-Equipment
Director-Family Office
Director-Internal Audit
Director-Mechanical Services
Director-Operations
Director-Operations & Bus Dev
Director-Safety
Director-Terminal
Director-Training
Dispatcher-Scale Operations
Distributor Operator-Asphalt
Dock Man
Dock Man-CL I
Dock Man-CL II
Dragline Operator-Pit
Driver-Operations
Dump Truck Driver-Trucking
Earth MSE Wall Erector-Grade
Electrical Manager-Plant
Electrician Helper-Plant
Electrician-Plant
Electrician-Plant
Engineer-Estimating
Engineer-Field
Engineer-Project
Engineer-Quarries
Estimator
Estimator-Engineering
Excavator Rough-Grade



Excavator-CL II Operator
Excavator-Grade
Executive Assistant
Flagger-Traffic Control
Flat Bed Driver-Trucking
Foreman-Asphalt
Foreman-Bridge
Foreman-Equipment
Foreman-Grade
Foreman-Milling
Foreman-Pipe
Foreman-Pit
Foreman-Plant
Foreman-Project
Foreman-Rail
Foreman-Shop
Foreman-Traffic Control
Foreman-Working Foreman
Foreman-Working Foreman
Fuel Truck Driver-Equipment
Fuel Truck Driver-Shop
General Counsel
Generalist-Human Resources
Gradall Operator-Grade
Greaser-Maintenance
Handyman-Maintenance
Industrial Painter
Instrument Person-Survey
Intern-Engineering
Janitor
Junior Project Manager
Laborer-Asphalt
Laborer-Bridge
Laborer-Carpenter Trainee
Laborer-CL III
Laborer-Facilities
Laborer-Grade
Laborer-Lift Station
Laborer-Mechanical Services
Laborer-Pipe
Laborer-Plant
Laborer-Pump Station
Laborer-Scawall
Laborer-Shop
Laborer-Terminal
Laborer-Traffic Control
Landscaper-General



Lead Carpenter
Lead Mechanic-Shop
Lead Operator-Terminal
Lead Person In Charge
Lead-Asphalt
Lead-Bridge
Lead-Grade
Lead-Lift Station
Lead-Mechanical Services
Lead-Pipe
Lead-Plant
Lead-Pump Station
Lead-Seawall
Lead-Trucking
Loader Operator-Asphalt
Loader Operator-Grade
Loader Operator-Pipe
Loader Operator-Pit
Loader Operator-Plant
Loader Operator-Rail
Loader Operator-Scale Ops
Lowboy Driver-Shop
Lowboy Driver-Trucking
Lubeman-Equipment
Maintenance Manager-Plant
Manager- Sales
Manager-Accounting
Manager-Accounts Payable
Manager-Accounts Receivable
Manager-Asphalt
Manager-Branch
Manager-Business Development
Manager-Commercial Services
Manager-Drone Surveying
Manager-Engineering
Manager-Environmental
Manager-Equipment
Manager-Facilities
Manager-Fleet
Manager-General
Manager-Human Resources
Manager-Marketing
Manager-Operations
Manager-Payroll
Manager-Plant
Manager-Project
Manager-Project



Manager-Quality Control
Manager-Safety
Manager-Shop
Manager-Terminal
Manager-Trucking
Mechanic Helper-Equipment
Mechanic Helper-Maintenance
Mechanic Helper-Plant
Mechanic Helper-Shop
Mechanic-Equipment
Mechanic-Field
Mechanic-Field-Shop
Mechanic-Plant
Mechanic-PM-Shop
Mechanic-Shop
Mill Operator-Asphalt
Motor Grader Op Trainee
Motor Grader Operator
Off Highway Truck Driver
Off Hwy Rear Dump Truck Driver
Off Road Driver-Trucking
Partsman-Shop
Party Chief-Survey
Paver Operator-Asphalt
Person In Charge
Pile Driver Operator-Bridge
Pilot
Pipelayer-CL II Laborer
Pipelayer-Pipe
Plant Operator
Plant Operator Trainee
Plant Operator-Asphalt
President-Ranger Construction
President
President-Corporate
President-Hal Jones Contractor
President-Ranger Construction
President-Sharpe Brothers
President-Vecellio & Grogan
President-White Rock Quarries
Receptionist
Roller Operator-Asphalt
Roller Operator-Grade
Sales Representative
Screed Op Trainee-Asphalt
Screed Operator-Asphalt
Screenman-Plant



Secretary&Treasurer-Corporate
Senior Manager-Project
Service Driver-Shop
Service Truck Driver-Asphalt
Service Truck Driver-Shop
Shuttle Buggy-Asphalt
Specialist-Traffic Control
Sr Accountant-Tax
Sr Clerk-Accounts Payable
Sr Crane Operator-Bridge
Sr Director-Engineering
Sr Estimator
Sr Manager-Plant
Sr Superintendent-Asphalt
Sr Technical Architect-IT Tech
Sr Technical Business Analyst
Sr Technical Manager-IT Tech
Sr Terminal Operator
Sr Vice President-Finance
Sr Vice President-Vecenergy
Steam Jenny-Equipment
Superintendent-Asphalt
Superintendent-Bridge
Superintendent-Equipment
Superintendent-Grade
Superintendent-Operations
Superintendent-Pipe
Superintendent-Plant
Superintendent-Project
Supervisor-General
Supervisor-Operations
Supervisor-Quality Control
Supervisor-Terminal
Systems Coordinator-IT Tech
Tanker Driver-Trucking
Tech Trainee-Quality Control
Technical Architect-IT Tech
Technical Business Analyst
Technical IT Support Manager
Technical Manager-IT Tech
Technical Support Specialist
Technical Trainer
Technician-Facilities
Technician-Field
Technician-Lab
Technician-Preventive Maint
Technician-Quality Control



Terminal Operator
Testing Tech-Mech Services
Truck Driver GVWR >26,000 lbs
Truck Driver-Pit
Utility Operator-Asphalt
Utility Operator-Grade
Utility Operator-Pit
Utility Operator-Pump Station
Utility Operator-Seawall
Vice President-Asphalt Marketing
Vice President-Asphalt Plant Operations
Vice President-Corporate
Vice President-Corporate
Vice President-Finance
Vice President-Human Resources
Vice President-IT Technology
Vice President-Operations
Vice President-Quarry Operations
Vice President-Safety & Risk Management
Welder-Bridge
Welder-Field
Welder-Mechanical Services
Welder-Pit
Welder-Plant
Welder-Shop
Working Foreman-Bridge
Working Foreman-Carpenter
Working Foreman-Grade
Working Foreman-Lift Station
Working Foreman-Pipe
Working Foreman-Pump Station
Working Foreman-Seawall



Authorization for Release of Information

To be completed by Covered Persons who submit a Medications Disclosure Form

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: _____ Last four digits of SSN: _____ DOB: _____

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Ranger's Human Resources Department.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work for Ranger, I hereby authorize and request you to permit Ranger's Human Resources Department to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Ranger only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Ranger.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Ranger.

I understand that I am entitled to a copy of this form when I sign it. Initials: _____

I understand that this authorization will expire 30 days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative: _____ Date: _____

Printed name of Individual or Legal Representative: _____

Relationship to Individual: _____



APPENDIX C

Acknowledgement and Consent

I certify that I have received and understand Ranger's Drug and Alcohol-Free Workplace Policy.

I agree to comply with Ranger's Drug and Alcohol-Free Workplace Policy and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I voluntarily consent to submit to drug and/or Alcohol testing as outlined in Ranger's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine and/or breath specimens tested for drugs, Alcohol, and/or controlled substances (and their metabolites) at a certified laboratory.

Further, if I enroll or participate in a substance abuse rehabilitation program ("Program"), which is approved by Ranger, I freely and voluntarily consent and authorize the Program to communicate, verbally or in writing, with Ranger, and to release to Ranger any verbal or written recommendations, findings, conclusions, or results from the program, upon Ranger's verbal or written request. I agree to release the Program, including its agents, officers, directors, or employees, from any and all liability of whatever kind as a result of the release of information to Ranger.

In order to provide information to Ranger, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that my at-will employment status cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally-binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time. I understand and agree that nothing contained in this Acknowledgement and Consent or in Ranger's Drug and Alcohol-Free Workplace Policy shall be considered an employment contract for a definite term.

Print Name: _____

Signature: _____

Date: _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

4/8/2025

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
RANGER CONSTRUCTION INDUSTRIES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Aldrin T. Sanders

Aldrin Sanders
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 4/8/2028

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.



Ranger Construction Industries, Inc. hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: 4/7/2025

By:

Signature

Corporate FEID No.: 59-2098662

Bob Schafer - President

Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ("DBE") AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME: Robert Schafer

TITLE: President

EMAIL: Bob.Schafer@rangerconstruction.com

ADDRESS: 1645 N Congress Avenue, West Palm Beach, FL 33409

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.



Company ID Number: 403857



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 Ranger Construction Industries, Inc. (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.



Company ID Number: 403857

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



Company ID Number: 403857

- 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



Company ID Number: 403857

(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



Company ID Number: 403857

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.



Company ID Number: 403857

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



Company ID Number: 403857

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



Company ID Number: 403857



- 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.



Company ID Number: 403857

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



Company ID Number: 403857

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.



Company ID Number: 403857



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.



Company ID Number: 403857



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: 403857

Approved by:

Employer Ranger Construction Industries, Inc.	
Name (Please Type or Print) C R Leadbetter	Title
Signature Electronically Signed	Date 03/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/25/2011



Company ID Number: 403857

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Ranger Construction Industries, Inc.
Company Facility Address	1645 N Congress West Palm Beach, FL 33409
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	592098662
North American Industry Classification Systems Code	237
Parent Company	Vecellio Group, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



Company ID Number: 403857



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

FL

4



Company ID Number: 403857

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

Name Ann Popoff
Phone Number 5617843519
Fax 5617921408
Email apopoff@ranaerconstruction.com

Name Monique Gors
Phone Number 5617843548
Fax 5617921408
Email monique.gors@vecellioagroup.com

Name C R Leadbetter
Phone Number 5617843535
Fax 5617843465
Email rleadbetter@vecellioagroup.com



Company ID Number: 403857



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

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

April 17, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
ITB #25-005 Asphalt Paving Projects for FY 2025

This addendum shall modify and become a part of the original ITB Documents for ITB #25-005. This addendum consists of fifteen (15) pages, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Revised Bid Form

- **In accordance with the information contained within this addendum, the Bid Form has been revised in its entirety. Bidders must use the attached revised Bid Form; or your bid will be disqualified for failure to use the revised Bid Form.**

2. Questions / Answers

Q1. Could you please verify the square yard quantity for Flewelling Ave?

A1. The quantity is 4,275 Square Yards. Figure 5.0 has been updated along with the bid form. Both documents are attached as a PDF.

Q2. Who is responsible for obtaining the Railroad Right of Entry?

A2. The Contractor shall be responsible for Railroad coordination.

Q3. Will the City cover the cost of the Railroad Right of Entry permit? If not, what is the estimated cost for the permit?

A3. The Contractor shall be responsible for any fee or flagging related to Railroad coordination. The estimated cost for any permit shall be obtained directly with Florida Central Railroad (FCEN).

Q4. Will the City cover the cost of the Railroad Flagger?

A4. Please see the answer above (A3).

Q5. What is the desired limit for Railroad Protective insurance?

A5. Insurance requirements shall be obtained from FCEN.

Q6. What is the engineer's estimated cost for the project?

A6. The City has budgeted \$2,959,000 for asphalt resurfacing.

Q7. For Maguire Road, the set of plans (Figures 6.1 to 6.3) specifies "1.5 Resurface (SP-12.5)." However, bid form item 6 calls for FC-12.5. Could you please confirm the mix type for Maguire Road?

A7. Figures 6.1-6.3 have been updated to FC12.5 to match the bid form. Updated figures are attached as a PDF.

Q8. For Prairie Lake Village, the legend on the set of plans shows 20,052 square yards, while the bid form shows 24,069 square yards. Could you please confirm the correct square yard quantity for Prairie Lake Village?

A8. The bid form has been updated to 20,052 square yards to match the plan set. Updated Bid form is attached as a PDF.

Q9. What are the work hours for nighttime operations (Maguire Road)?

A9. 8:00PM to 6:00AM

Q10. Are there any Traffic Loop Signals to replace on Maguire Road? Or are they all by camera?

A10. The intersection of Maguire Road and Roberson/Moore is controlled by video detection.

Q11. There are numerous manholes throughout the project limits that appear to base/subgrade issues around them and/or a pipe failure causing depressions. How are this issue going to be handled and paid for?

A11. Areas of depressions due to pipe failures are being addressed by the City ahead of construction (primarily in the Silver Glen Subdivision). Any other depressions should be filled as part of resurfacing and the final roadway product shall have positive drainage.

Q12. The plan sheet for Montgomery Ave (2.0) does not address the two existing speed tables within the project limits, how do they need to be addressed? Being removed, reinstalled, or skipped over?

A12. Figure 2.0 for Montgomery Ave has been updated. The cost to replace it and which kind should be factored into paying item 2.04. Updated figures are attached as a PDF.

Q13. What is the anticipated start date?

A13. The City anticipates starting in May, however, start date can be negotiated in Pre-Construction meeting.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Steve Krug, Public Works Director

Attachments:

Bid Form – Revised

Revised Plan Sheets: 2.0

Revised Plan Sheets: 5.0

Revised Plan Sheets: 6.1 to 6.3

EXHIBIT B
REVISED BID FORM (Page 1 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 1		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Lilly Oaks Subdivision				
1.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
1.02	1.25" Milling (Max.)	SY	2662		
1.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	2662		
				SUB-TOTAL:	

ITEM NO. 2		UNIT	QTY	UNIT PRICE	ITEM TOTAL
	Montgomery Ave				
2.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
2.02	1.5" Milling (Max.)	SY	3554		
2.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	3554		
2.04	Temporary Striping and Thermoplastic Final Striping (2 Speed Humps)	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 2 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 3	N Bluford Ave (Silver Star Rd to Railroad Crossing)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
3.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
3.02	1.5" Milling (Max.)	SY	2605		
3.03	1.5" Resurface Type SP- 12.5 Asphalt Paving	SY	2605		
3.04	Traffic Signal Loop System Restoration	1	1		
3.05	Temporary Striping and Thermoplastic Final Striping	1	1		
				SUB-TOTAL:	

ITEM NO. 4	Rewis St	UNIT	QTY	UNIT PRICE	ITEM TOTAL
4.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
4.02	1.25" Milling (Max.)	SY	4482		
4.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	4482		
4.04	Temporary Striping and Thermoplastic Final Striping (1 Speed Bump)	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 3 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 5	Flewelling Ave	UNIT	QTY	UNIT PRICE	ITEM TOTAL
5.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
5.02	1.25" Milling (Max.)	SY	4,275		
5.03	1.25" Resurface Type SP-12.5 Asphalt Paving	SY	4,275		
5.04	Temporary Striping and Thermoplastic Final Striping (1 stop bar)	LS	1		
				SUB-TOTAL:	

ITEM NO. 6	Maguire Road (Roberson Rd to City Limit)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
6.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
6.02	1.5" Milling (Max.)	SY	19,768		
6.03	1.5" Resurface Type FC-12.5 Asphalt Paving	SY	19,768		
6.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 4 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 7	Peters Ave (13th Ave to Wurst Rd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
7.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
7.02	1.25" Milling (Max.)	SY	852		
7.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	852		
7.04	Temporary Striping and Thermoplastic Final Striping (1 Stop Bar)	LS	1		
				SUB-TOTAL:	

ITEM NO. 8	Silver Glen Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
8.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
8.02	1.25" Milling (Max.)	SY	33,225		
8.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	33,225		
8.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 5 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 9	Vineyards Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
9.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
9.02	1.25" Milling (Max.)	SY	13,935		
9.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	13,935		
9.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

ITEM NO. 10	Silver Bend Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
10.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
10.02	1.25" Milling (Max.)	SY	22,138		
10.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	22,138		
10.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 6 of 7)

ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 11	Prairie Lake Village Subdivision (North of Majestic Elm Blvd)	UNIT	QTY	UNIT PRICE	ITEM TOTAL
11.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
11.02	1.25" Milling (Max.)	SY	20,052		
11.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	20,052		
11.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

ITEM NO. 12	Westchester Subdivision	UNIT	QTY	UNIT PRICE	ITEM TOTAL
12.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
12.02	1.25" Milling (Max.)	SY	9606		
12.03	1.25" Resurface Type SP-9.5 Asphalt Paving	SY	9606		
12.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

REVISED BID FORM (Page 7 of 7)

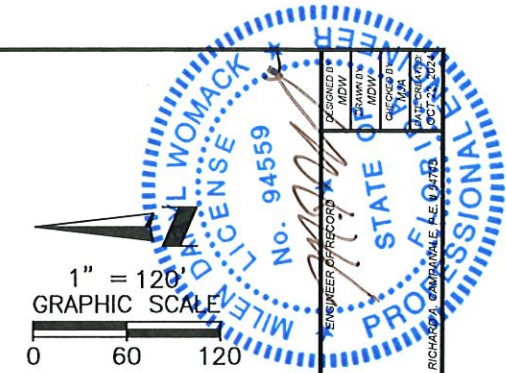
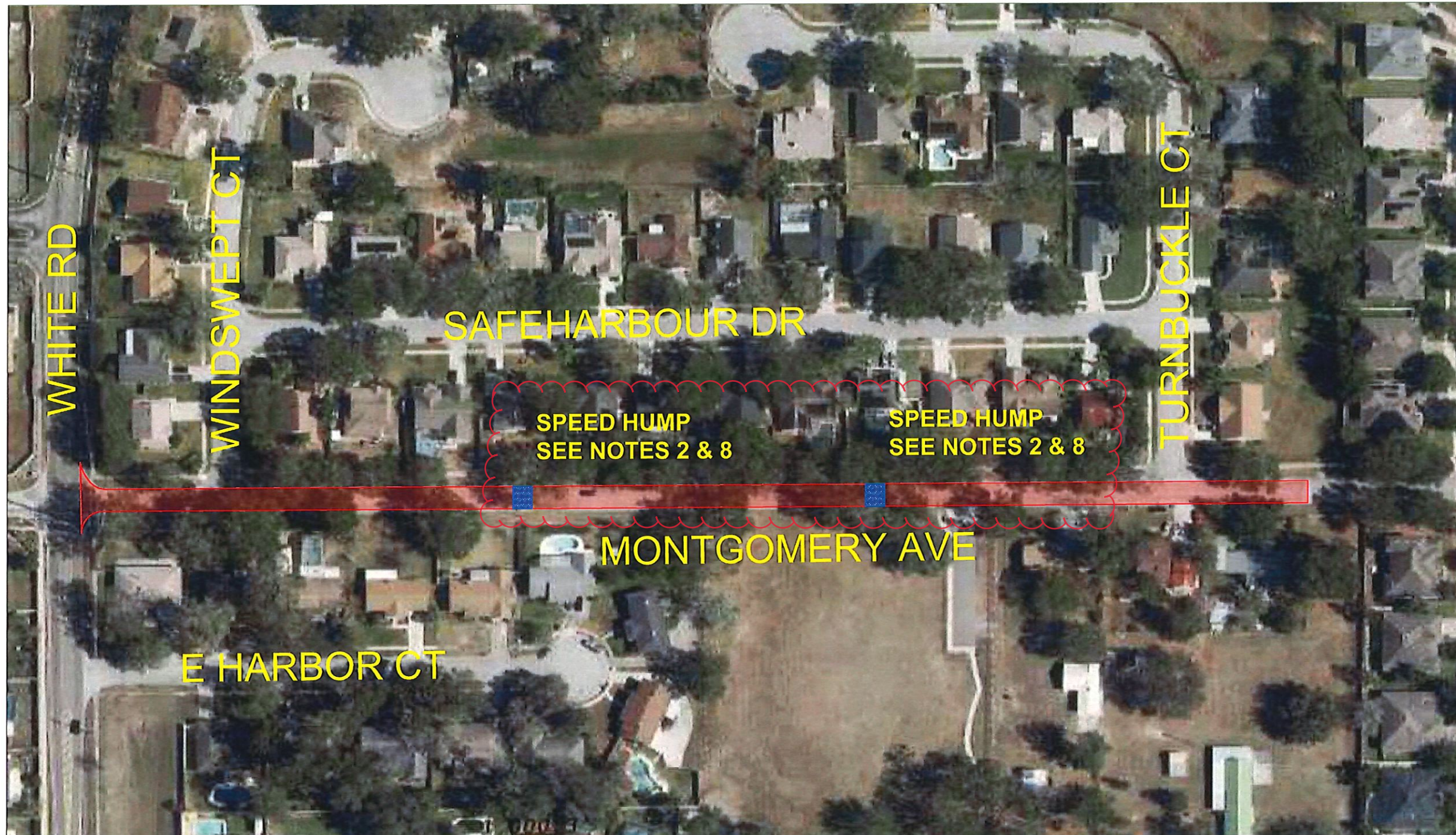
ITB #25-005 ASPHALT PAVING PROJECTS FOR FY 2025

BID SUBMITTED BY _____ **FL CONTRACTOR LICENSE #** _____

ITEM NO. 13	Bowness Ave/W Silver Star Road	UNIT	QTY	UNIT PRICE	ITEM TOTAL
13.01	Mobilization/Demobilization & General Construction Requirements & Restoration (5% of Base Bid plus add alternates)	LS	1		
13.02	1.5" Milling (Max.)	SY	4581		
13.03	1.5" Resurface Type SP-12.5 Asphalt Paving	SY	4581		
13.04	Temporary Striping and Thermoplastic Final Striping	LS	1		
				SUB-TOTAL:	

TOTAL BASE BID = \$

WRITTEN:



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS. THIS INCLUDES STRIPING APPROACHING THE SPEED HUMP
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.
8. CONTRACTOR REQUIRED TO REPLACE SPEED HUMP IN KIND (STAMPED ASPHALT - BRICK PATTERN, RED IN COLOR)



1.5" MILL AND
1.5" RESURFACE (SP-12.5)
MONTGOMERY AVE
TOTAL SURFACE AREA = 31,986 SF
OR 3554 SY

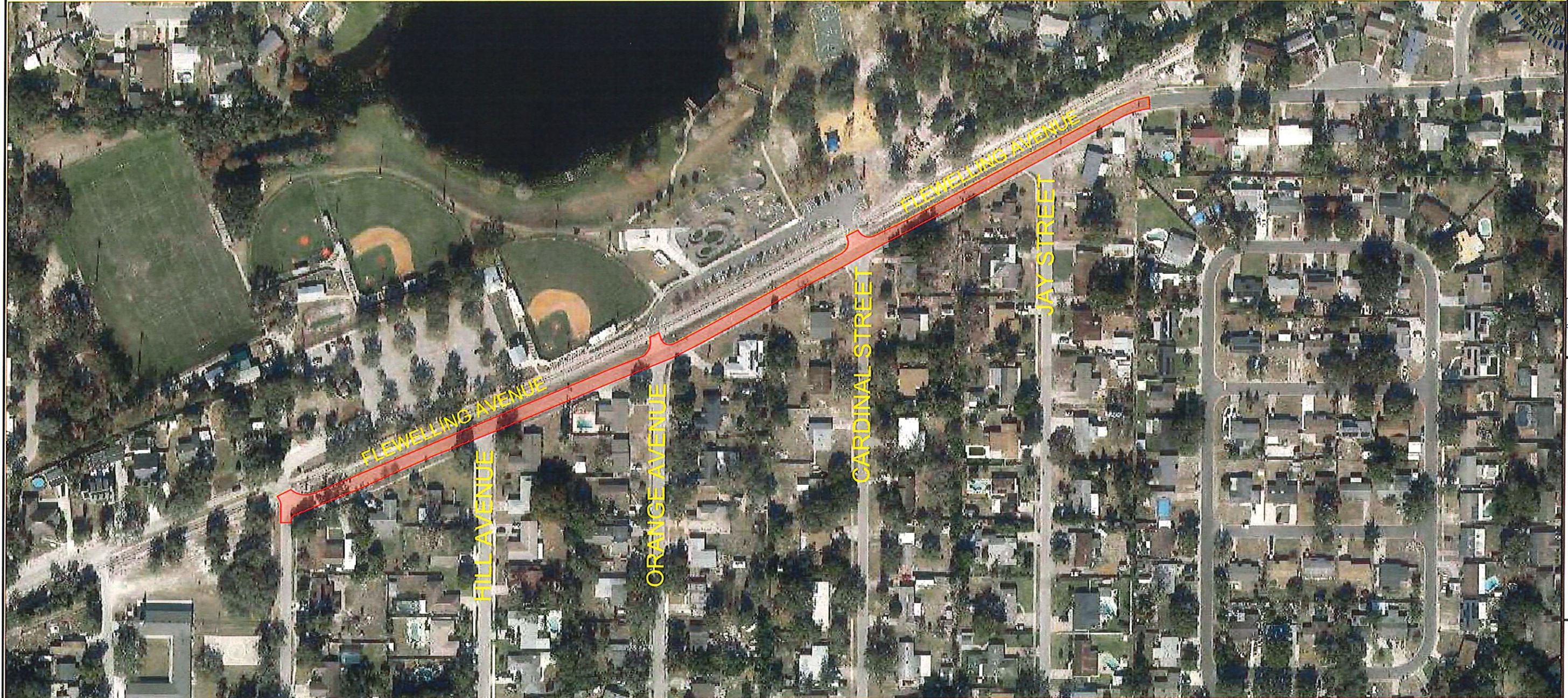
CITY OF OCALA, FL
PUBLIC WORKS DEPARTMENT
TAMMIE L. OCOFF
OCALA, FL 34761
TEL: 407-402-1170 ext. 1105
FAX: 407-402-5176



PUBLIC WORKS PAVING PROJECTS

MONTGOMERY AVE

FIGURE
2.0



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
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6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.25" MILL AND
1.25" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 38,474 SF
OR 4,275 SY

FIGURE
5.0

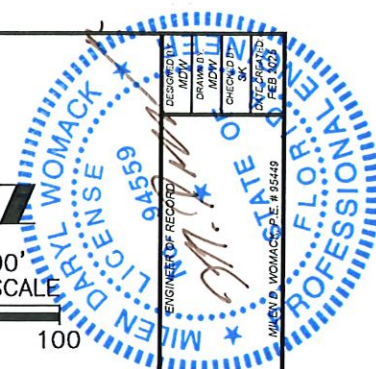
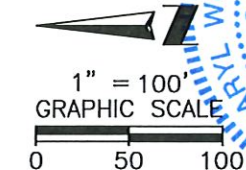
FLEWELLING AVENUE
OVERVIEW

PUBLIC WORKS PAVING PROJECTS



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
5500 HILL ROAD
OCOOEE, FL 32767
TEL: 407-885-1175 ext. 1503
FAX: 407-885-1176





CITY OF OCOCHEE, FL
PUBLIC WORKS DEPARTMENT
1400 S. W. 17th Ave.
OCOCHEE, FL 33440
TEL: 407-293-1775
FAX: 407-293-1776



PUBLIC WORKS PAVING PROJECTS

MAGUIRE ROAD
(ROBERSON TO
THORNEBROOKE)

FIGURE
6.1

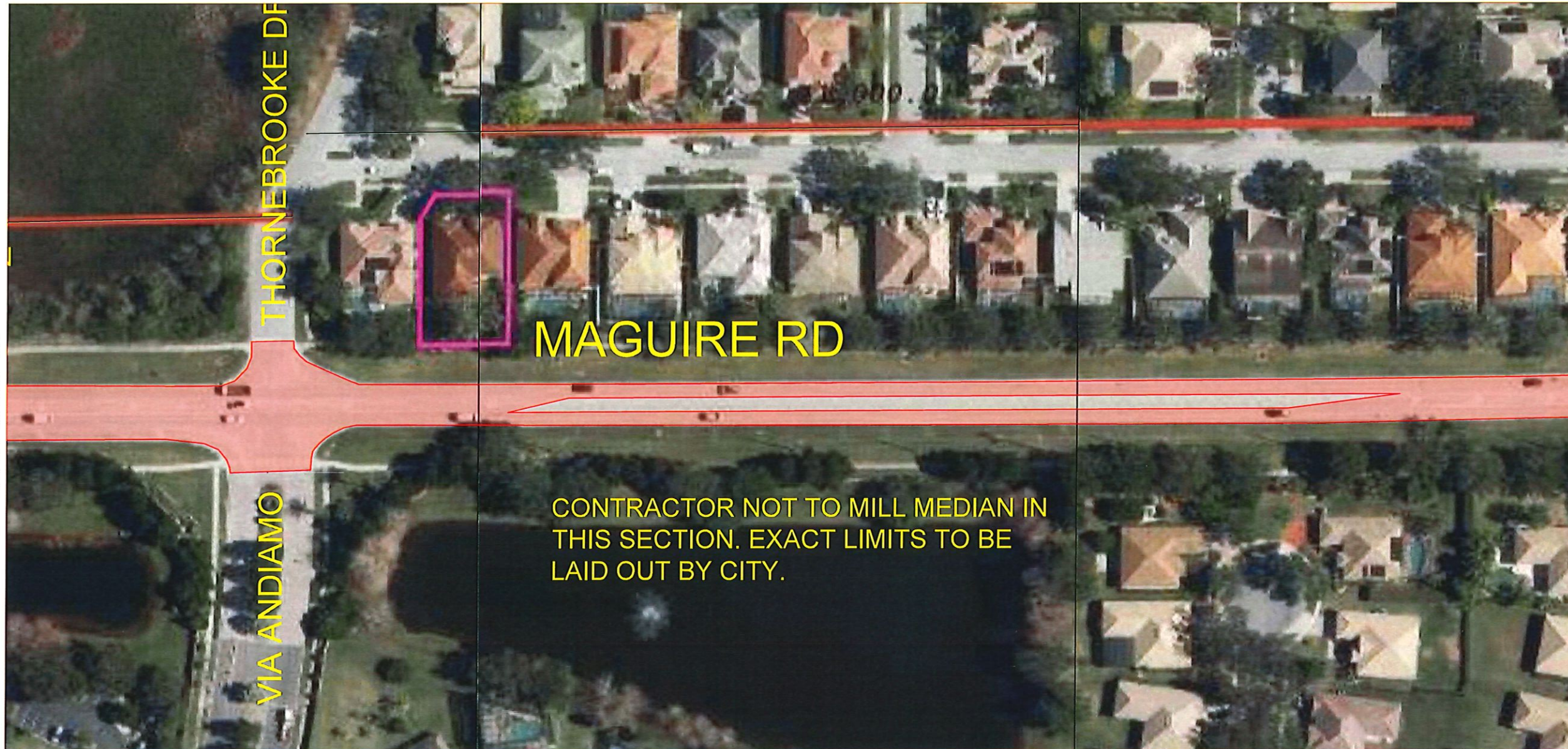
GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
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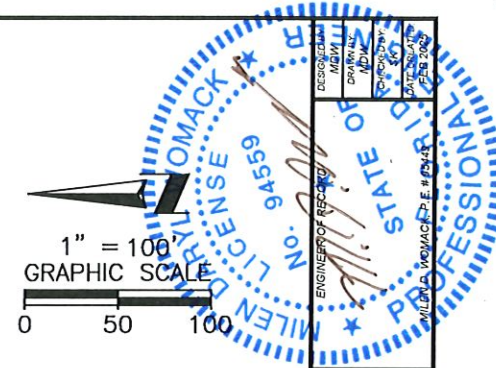


**1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD**
TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

MATCH SHEET 6.1



MATCH SHEET 6.3



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
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1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD

TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

MAGUIRE ROAD
(THORNEBROOKE
TO SAGECREST)

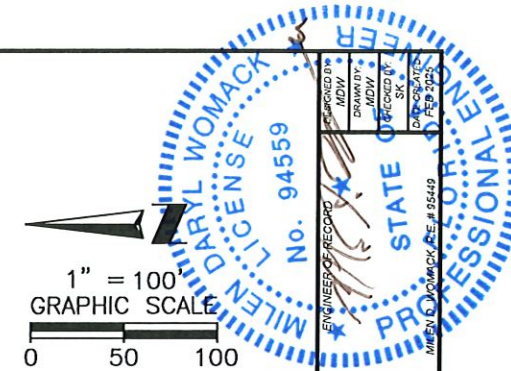
FIGURE

6.2

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
MAGUIRE ROAD
OCOEE, FL 32664
PH: 407-895-1170 ext. 1109
FAX: 407-895-1176

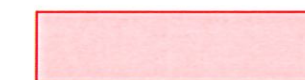
PUBLIC WORKS PAVING PROJECTS





GENERAL CONSTRUCTION NOTES:

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1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD

TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
MAGUIRE ROAD
OCOEE, FL
PH: 407-305-1170 ext. 1309
FAX: 407-305-1176



PUBLIC WORKS PAVING PROJECTS

MAGUIRE ROAD
(SAGECREST TO SOUTH)

FIGURE
6.3

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

April 21, 2025

ADDENDUM NO. TWO (2)
CITY OF OCOEE
ITB #25-005 Asphalt Paving Projects for FY 2025

This addendum shall modify and become a part of the original ITB Documents for ITB #25-005. This addendum consists of one (1) page, including attachments. Bidders should acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the Bidder to disqualification.

Answers to questions received and/or Amendments to the ITB Documents are as follows

1. Questions / Answers

Q1. Are we able to pre-mill or leave a milled surface in neighborhoods or other roadways?

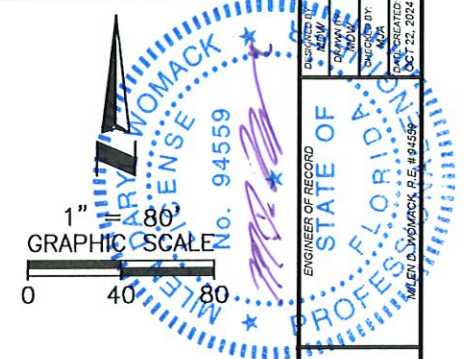
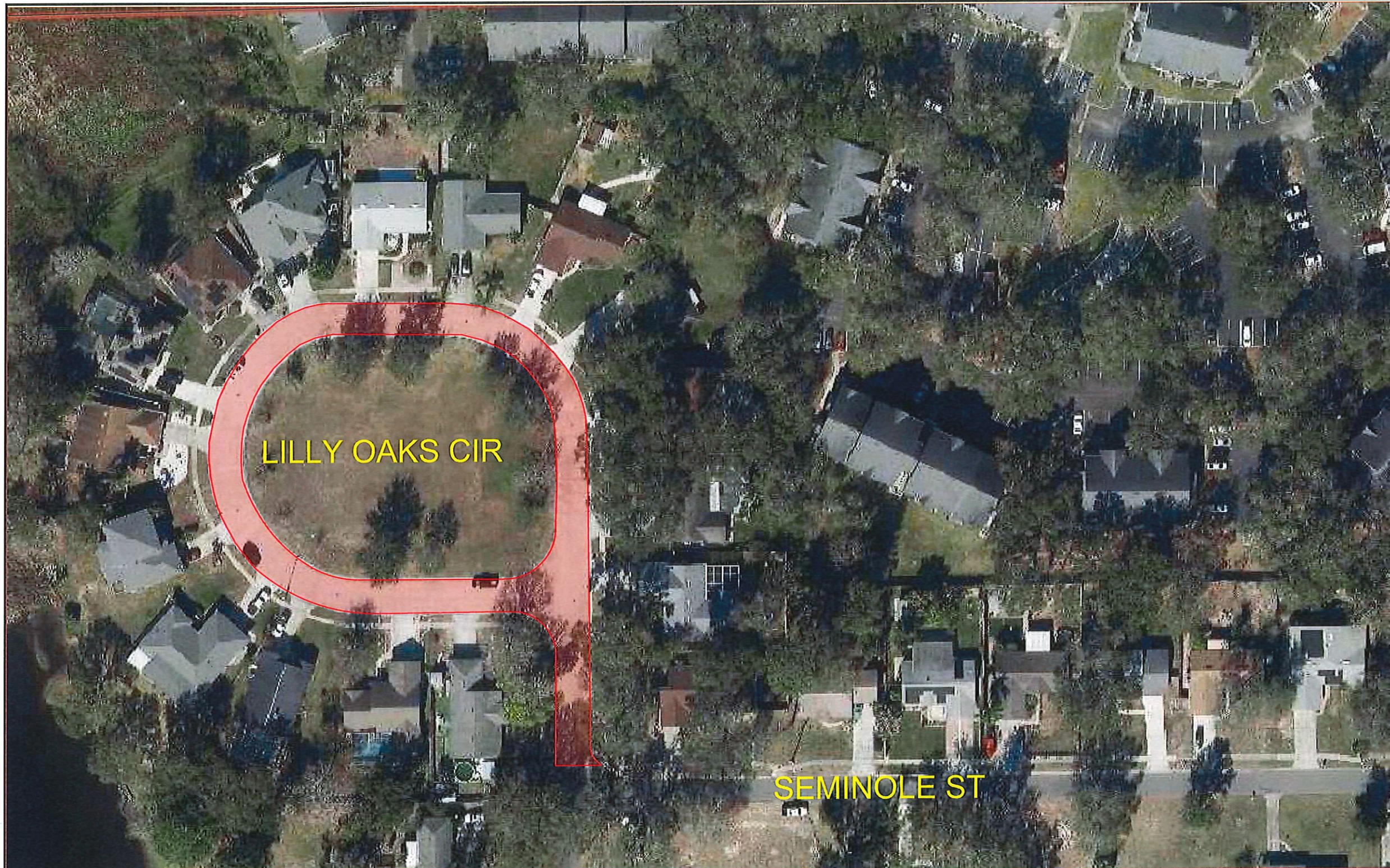
A1. Asphalt resurfacing shall take place no later than 24 hours after roadway milling. A longer interval could be considered in residential neighborhoods on a case-by-case basis.

Alexis Chentouf

Alexis Chentouf
Purchasing Technician

cc: Steve Krug, Public Works Director

Attachments:



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-895-1170 ext. 1309
FAX: 407-895-1174



PUBLIC WORKS PAVING PROJECTS

LILLY OAKS SUBDIVISION

FIGURE

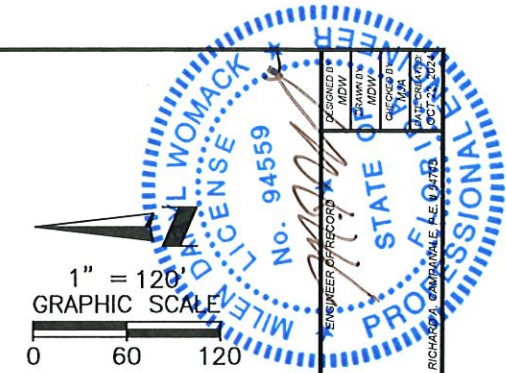
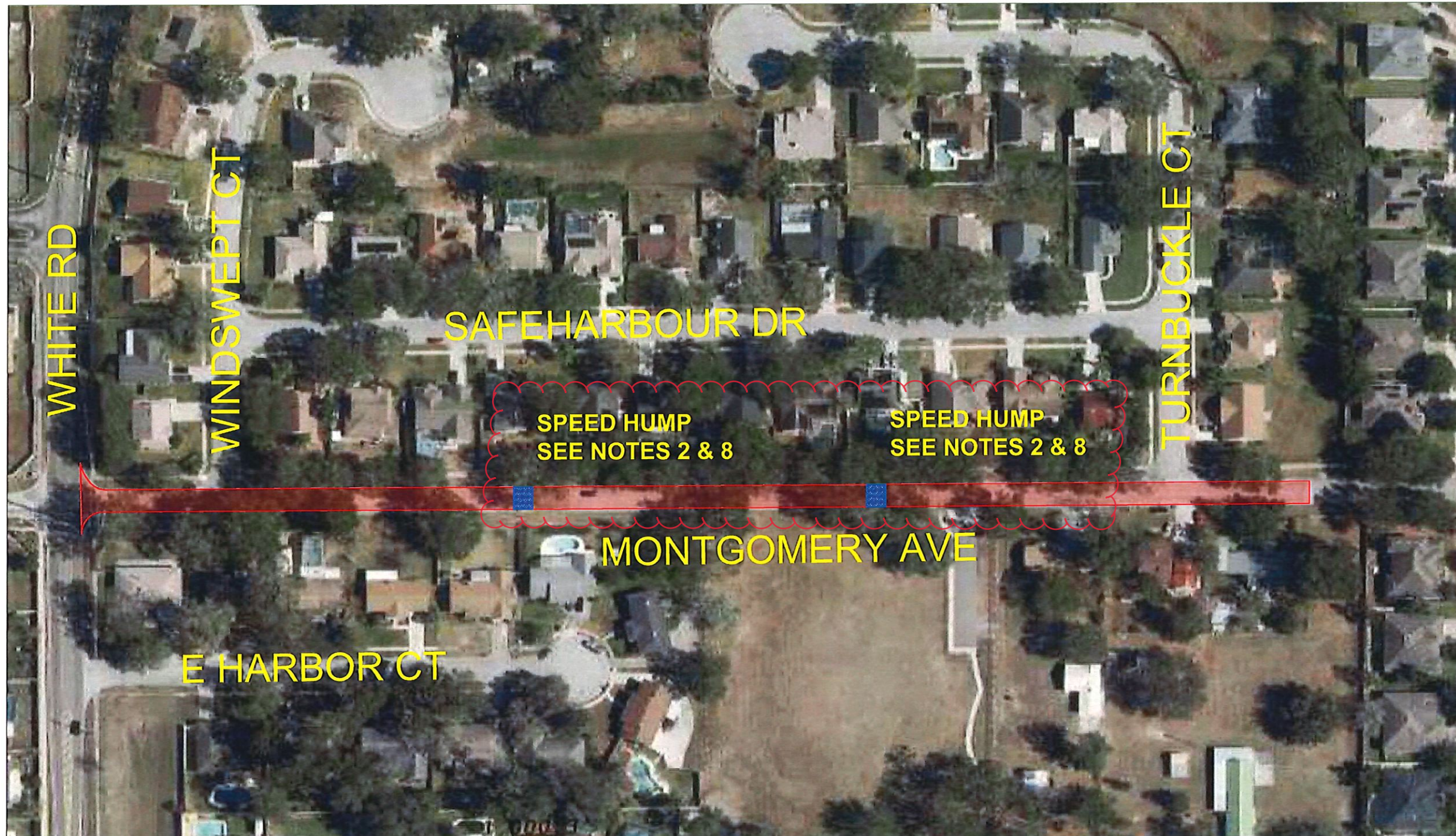
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GENERAL CONSTRUCTION NOTES:

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1.25" MILL AND
1.25" RESURFACE (SP-9.5)
LILLY OAKS SUBDIVISION
TOTAL SURFACE AREA = 23,958 SF
OR 2,662 SY



GENERAL CONSTRUCTION NOTES:

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1.5" MILL AND
1.5" RESURFACE (SP-12.5)
MONTGOMERY AVE
TOTAL SURFACE AREA = 31,986 SF
OR 3554 SY

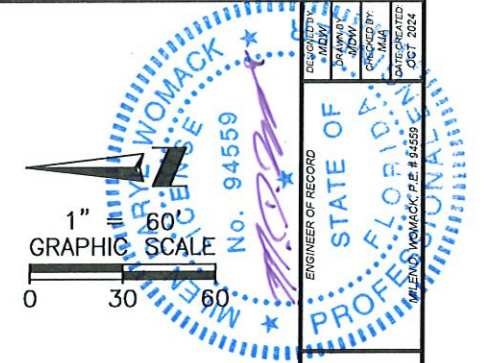
CITY OF OCALA, FL
PUBLIC WORKS DEPARTMENT
JENNIFER L. OCOLE, P.E.
P.E. NO. 1176
P.O. BOX 1176
OCALA, FL 34761
TEL: 352-237-1176
FAX: 352-237-1176



PUBLIC WORKS PAVING PROJECTS

MONTGOMERY AVE

FIGURE
2.0



DELEGATION
JOURNAL
JAN 2024
CHECKED BY
JAN 2024
DATE CREATED
OCT 2024

ENGINEER OF RECORD
STATE OF FLORIDA
PROFESSIONAL ENGINEER
M. L. WOMACK, P.E. # 94559

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 34761
(407) 898-1170 ext. 1507
FAX: (407) 898-1172



PUBLIC WORKS PAVING PROJECTS

BLUFORD AVENUE
(SILVER STAR ROAD
THRU RAILROAD CROSSING)

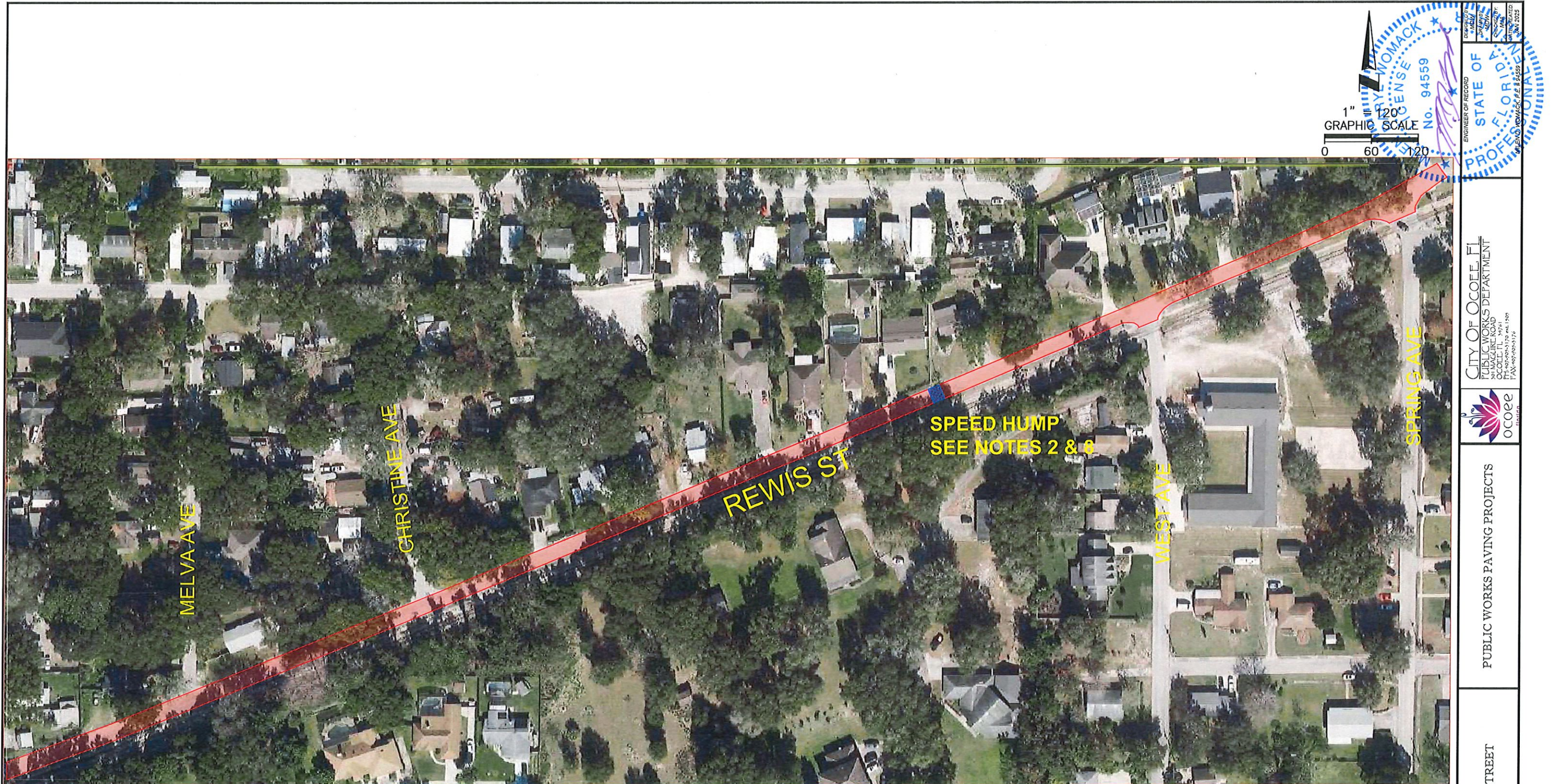
FIGURE
3.0

GENERAL CONSTRUCTION NOTES:

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1.5" MILL AND
1.5" RESURFACE (SP-12.5)
BLUFORD AVENUE
TOTAL SURFACE AREA = 23,445 SF
OR 2,605 SY



GENERAL CONSTRUCTION NOTES:

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1.25" MILL AND
1.25" RESURFACE (SP-9.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 40,333 SF
OR 4482 SY

FIGURE
4.0

REWIS STREET

PUBLIC WORKS PAVING PROJECTS



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
30 MAGNOLIA ROAD
OCOEE, FL 32669
PHONE: 407-903-1100
FAX: 407-903-1171

ENGINEER OF RECORD
STATE OF FLORIDA
PROFESSIONAL
WOMACK, P.E. # 94559
No. 94559
1/20/25

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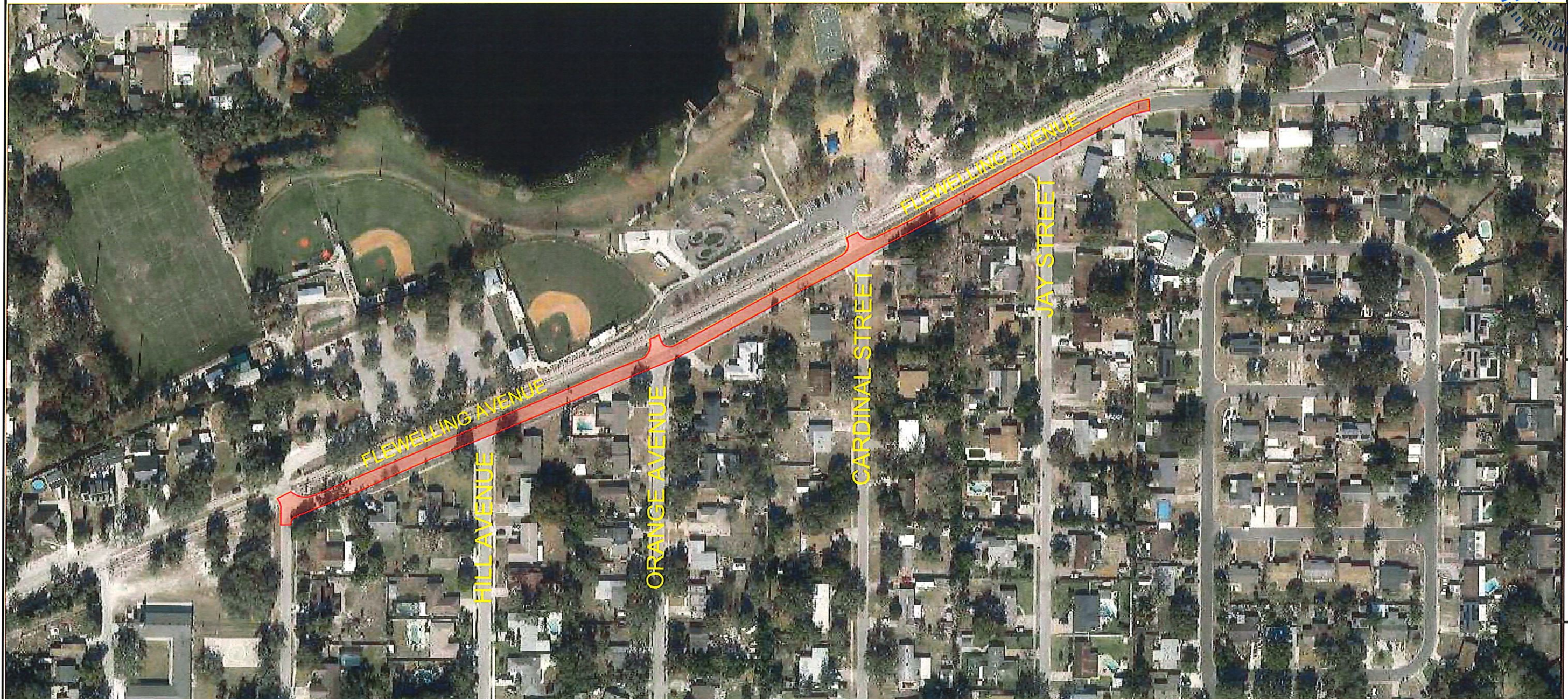
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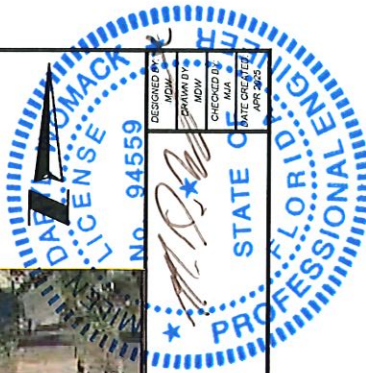
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GENERAL CONSTRUCTION NOTES:

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1.25" MILL AND
1.25" RESURFACE (SP-12.5)
FLEWELLING AVENUE
TOTAL SURFACE AREA = 38,474 SF
OR 4,275 SY



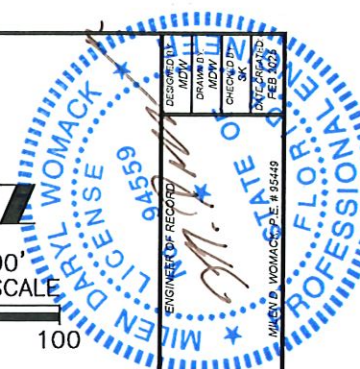
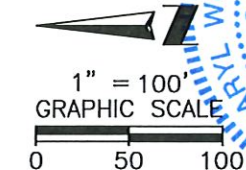
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
350 LAUREL ROAD
OCOEE, FL 34761
TEL: 407-895-1750 ext. 1503
FAX: 407-895-1726



PUBLIC WORKS PAVING PROJECTS

FLEWELLING AVENUE
OVERVIEW

FIGURE
5.0



CITY OF OCOCHEE, FL
PUBLIC WORKS DEPARTMENT
1000 W. STATE ROAD 17
OCOCHEE, FL 34987
PH: 407-345-1700 ext. 1000
FAX: 407-345-1700



PUBLIC WORKS PAVING PROJECTS

MAGUIRE ROAD
(ROBERSON TO
THORNEBROOKE)

FIGURE
6.1

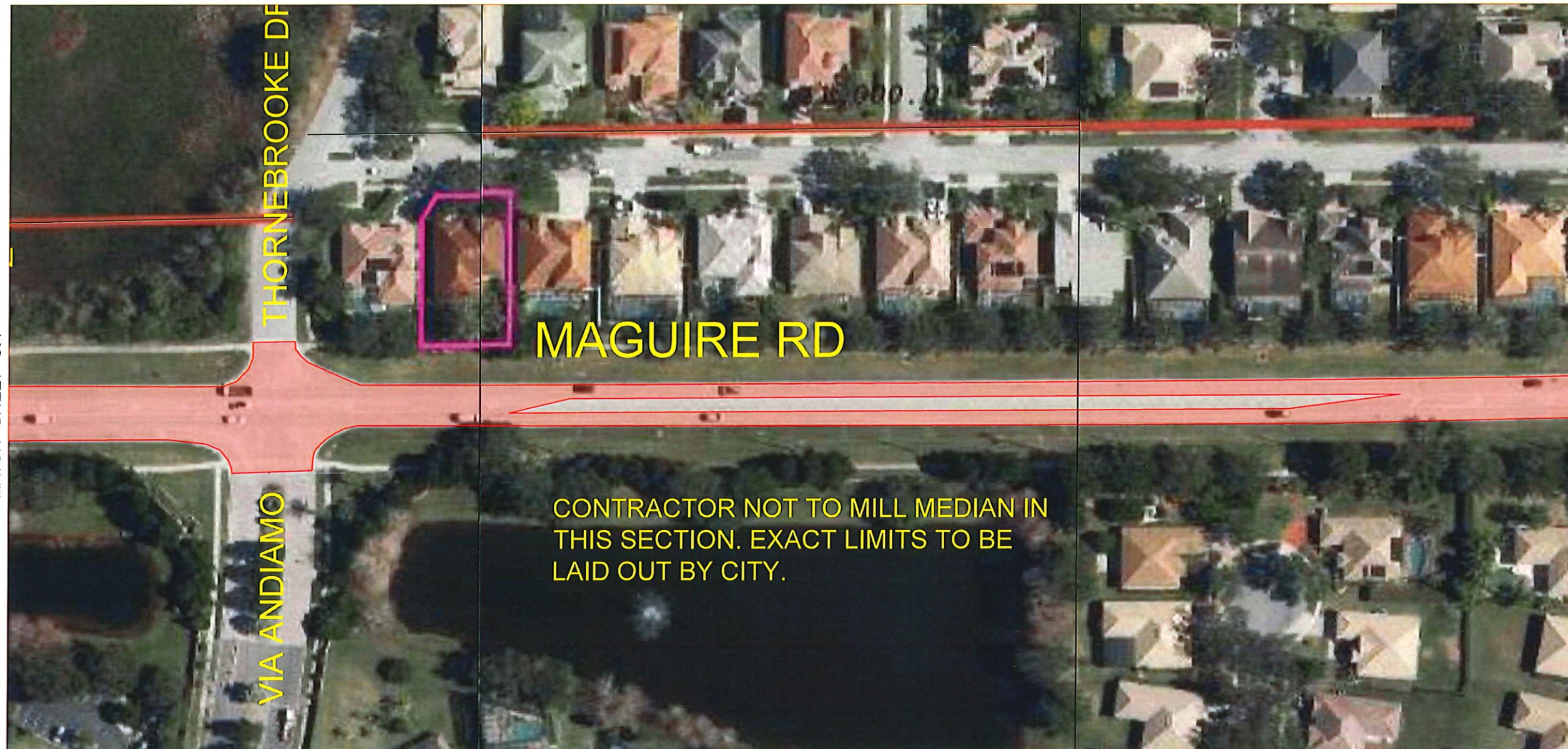
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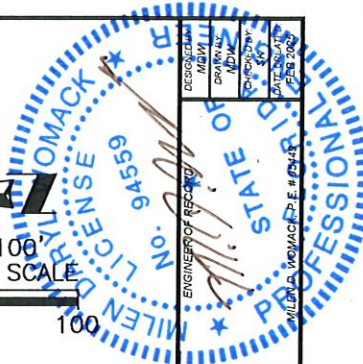
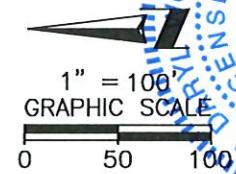


**1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD**
TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

MATCH SHEET 6.1



MATCH SHEET 6.3



GENERAL CONSTRUCTION NOTES:

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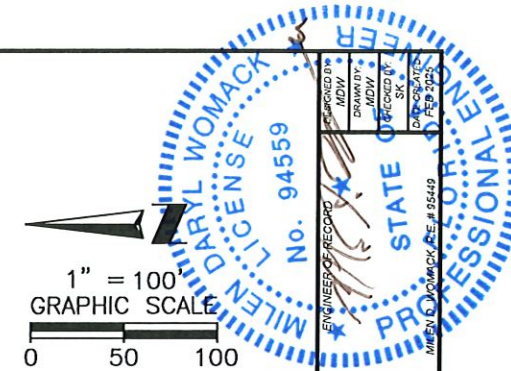


1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD

TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

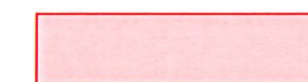
MAGUIRE ROAD
(THORNEBROOKE
TO SAGECREST)

FIGURE
6.2



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.



1.5" MILL AND
1.5" RESURFACE (FC-12.5)
MAGUIRE ROAD

TOTAL SURFACE AREA = 177,912 SF
OR 19,768 SY

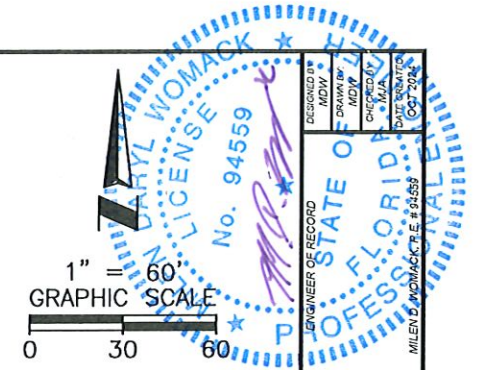
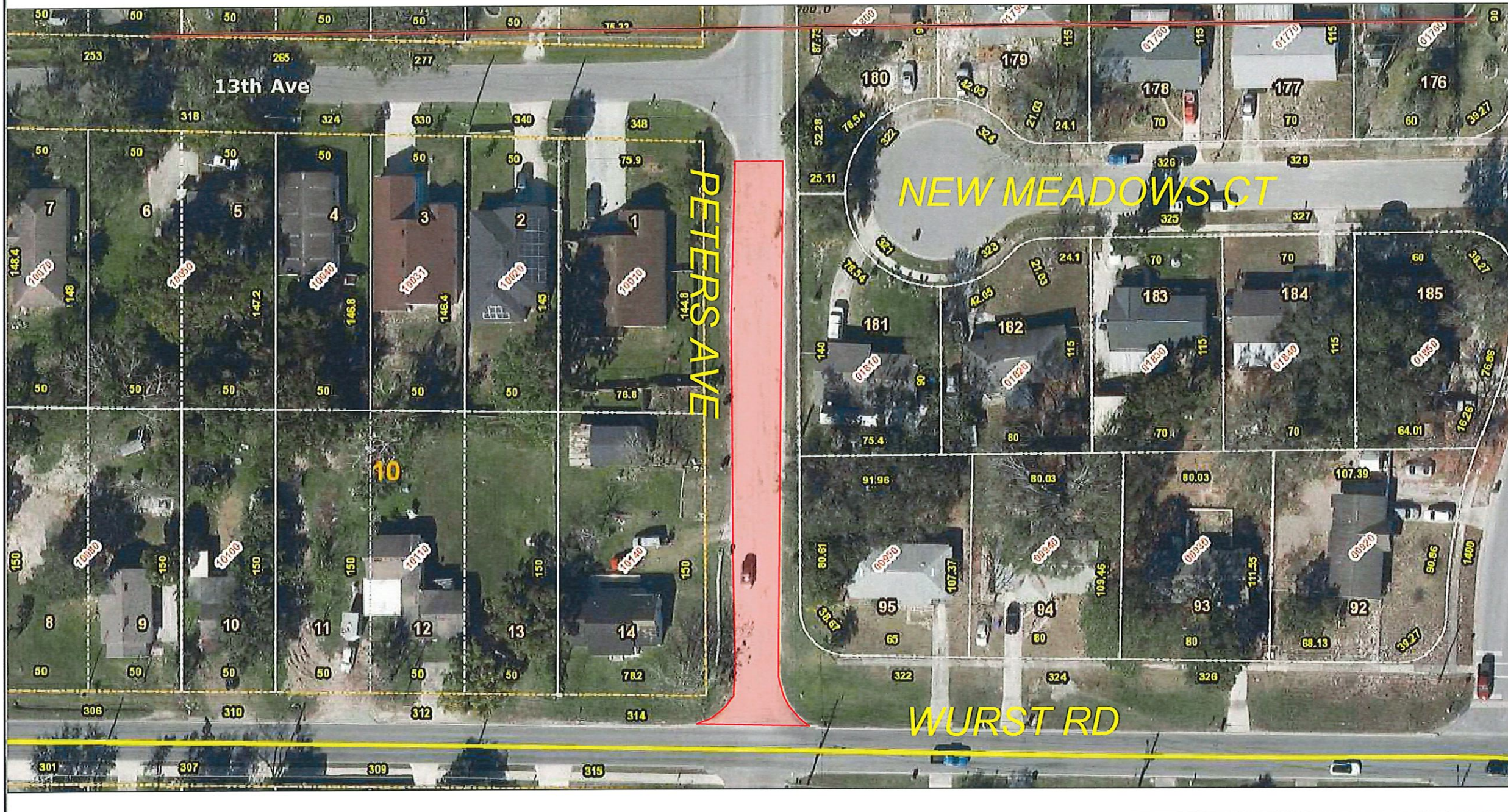
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
MAGUIRE ROAD
OCOEE, FL
PH: 407-305-1170 ext. 1309
FAX: 407-305-1176



PUBLIC WORKS PAVING PROJECTS

MAGUIRE ROAD
(SAGECREST TO SOUTH)

FIGURE
6.3



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
30 MAGUIRE ROAD
OCOEE, FL 32761
PH: 407-884-3170 ext. 150
FAX: 407-884-3172



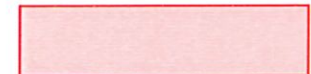
PUBLIC WORKS PAVING PROJECTS

PETERS AVENUE
(13TH AVE TO WURST)

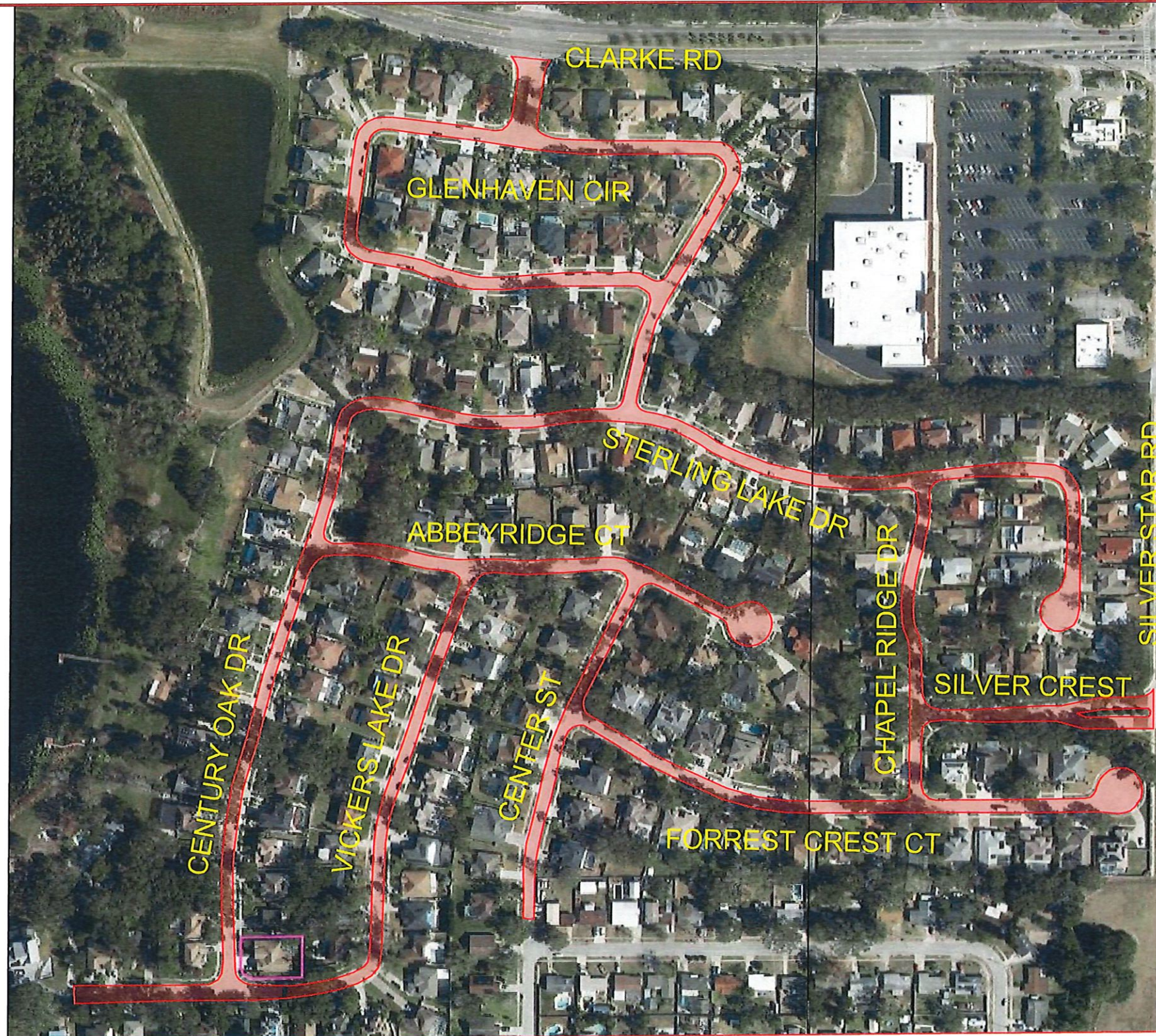
FIGURE
7.0

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.



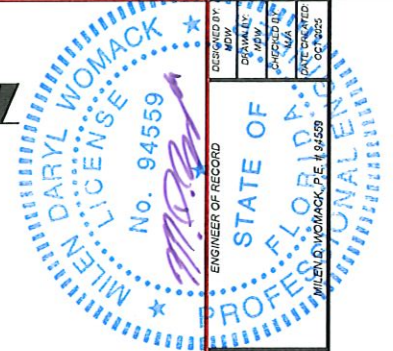
1.25" MILL AND
1.25" RESURFACE (SP-9.5)
PETERS AVE
(13TH AVE TO WURST)
TOTAL SURFACE AREA = 7,668 SF
OR 852 SY



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
SILVER GLEN SUBDIVISION
TOTAL SURFACE AREA = 299,025 SF
OR 33,225 SY



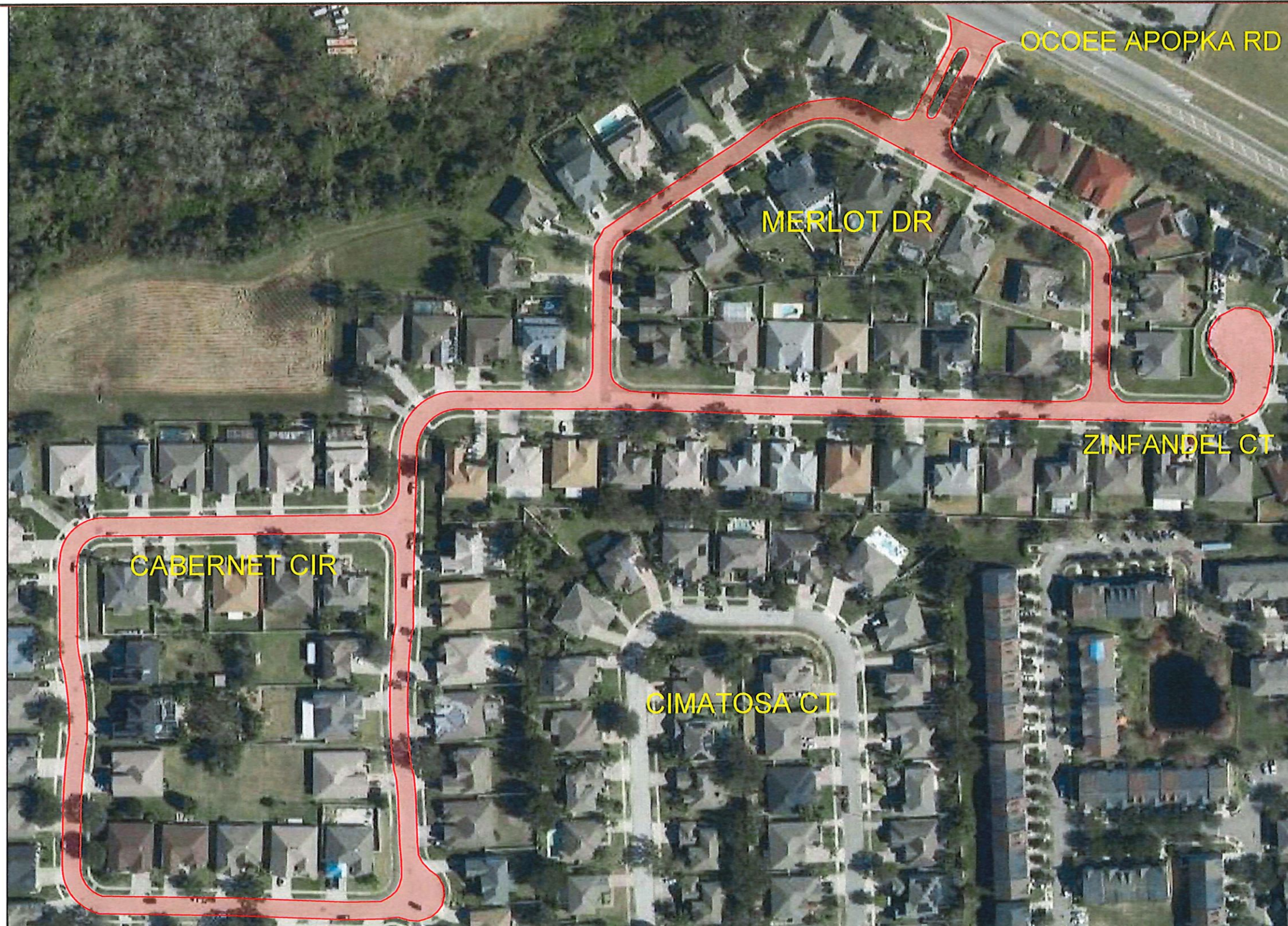
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
30 MAGUIRE ROAD
OCOEE, FL 34761
PH: 407-899-5170 ext. 1505
FAX: 407-899-5176



PUBLIC WORKS PAVING PROJECTS

SILVER GLEN SUBDIVISION
OVERVIEW

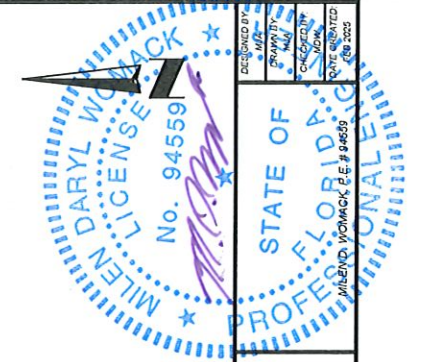
FIGURE
8.0



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
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5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
VINEYARDS SUBDIVISION
TOTAL SURFACE AREA = 125,426 SF
OR 13,937 SY



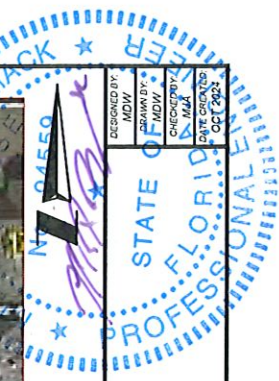
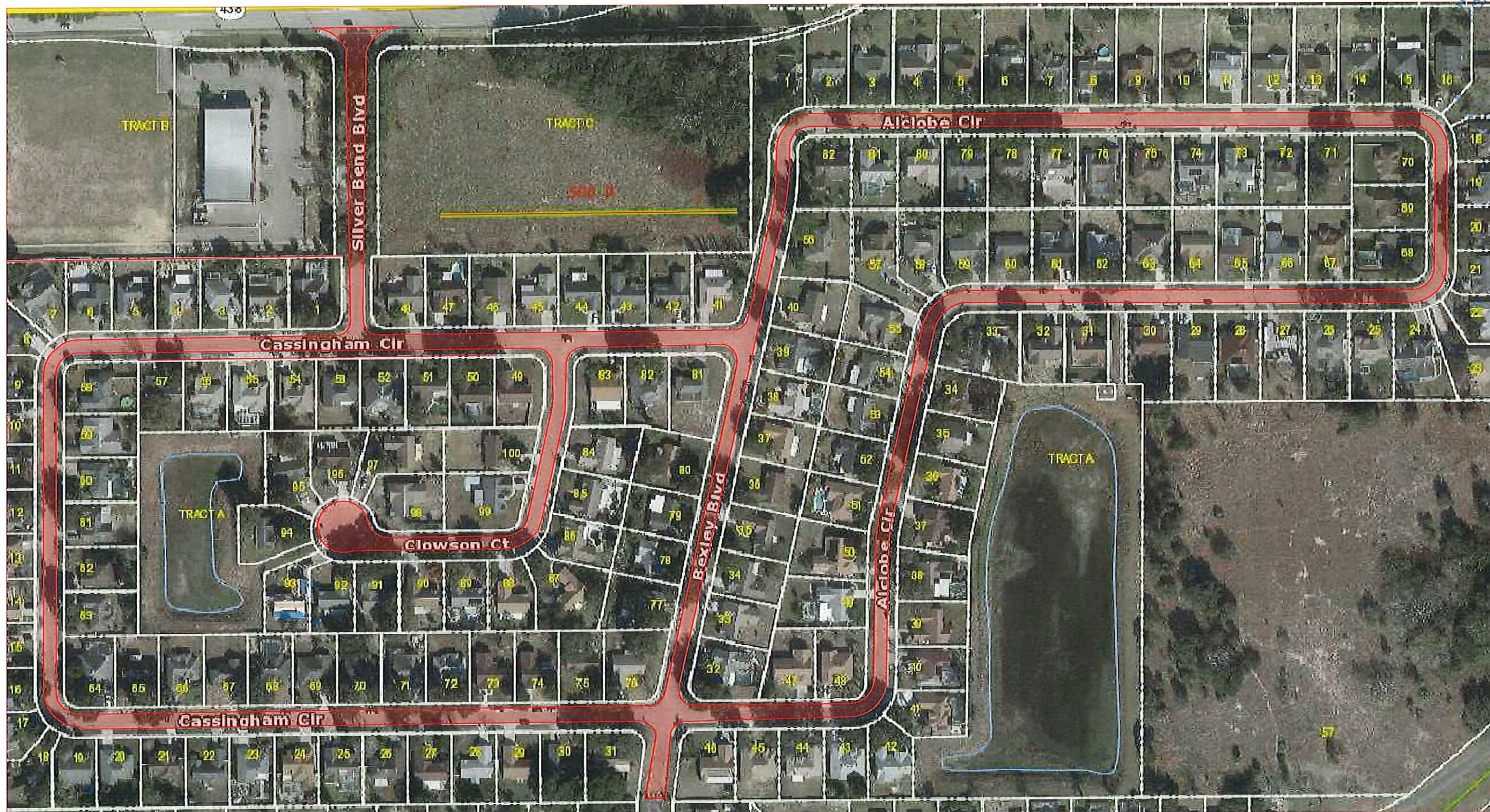
CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MACQUE ROAD
OCOEE, FL 34761
TEL: 407-895-1770 ext. 1309
FAX: 407-895-1772



PUBLIC WORKS PAVING PROJECTS

VINEYARDS SUBDIVISION

FIGURE
9.0



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
191 MACARTHUR ROAD
OCOEE, FL 34761
PH: 407-883-1700 ext. 1505
FAX: 407-883-5176



PUBLIC WORKS PAVING PROJECTS

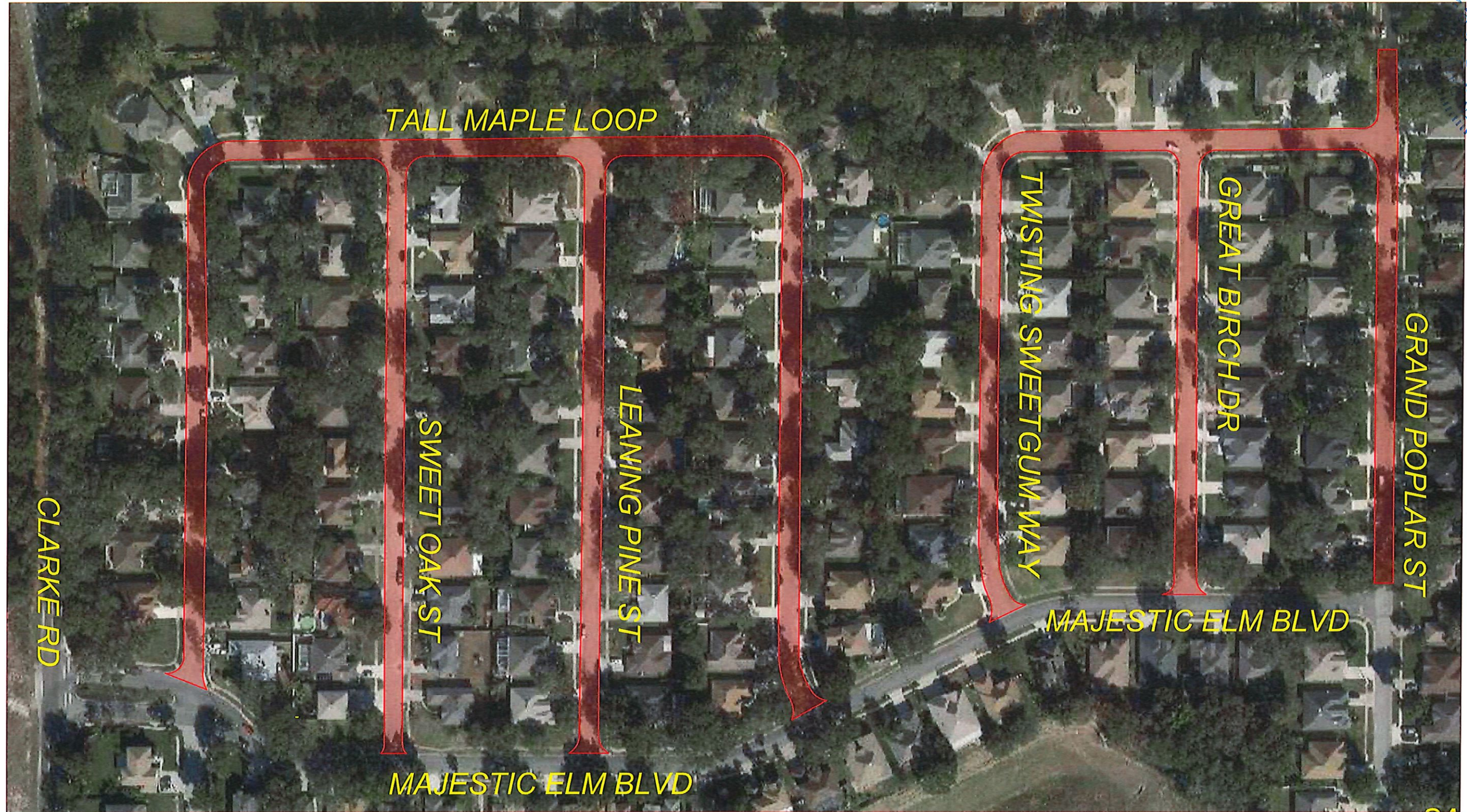
SILVER BEND SUBDIVISION
OVERVIEW

FIGURE
10.0

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.25" MILL AND
1.25" RESURFACE (SP-9.5)
SILVER BEND SUBDIVISION
TOTAL SURFACE AREA = 199,242 SF
OR 22,138 SY

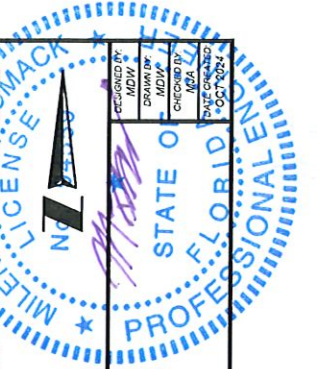


GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.



1.25" MILL AND
1.25" RESURFACE (SP-9.5)
PRAIRIE LAKE VILLAGE
SUBDIVISION
TOTAL SURFACE AREA = 180,471 SF
OR 20,052 SY



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
331 MAGUIRE ROAD
OCOEE, FL 34761
TEL: 407-895-1175 ext. 1399
FAX: 407-895-1176

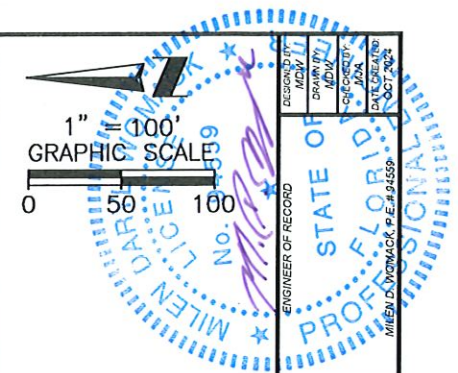
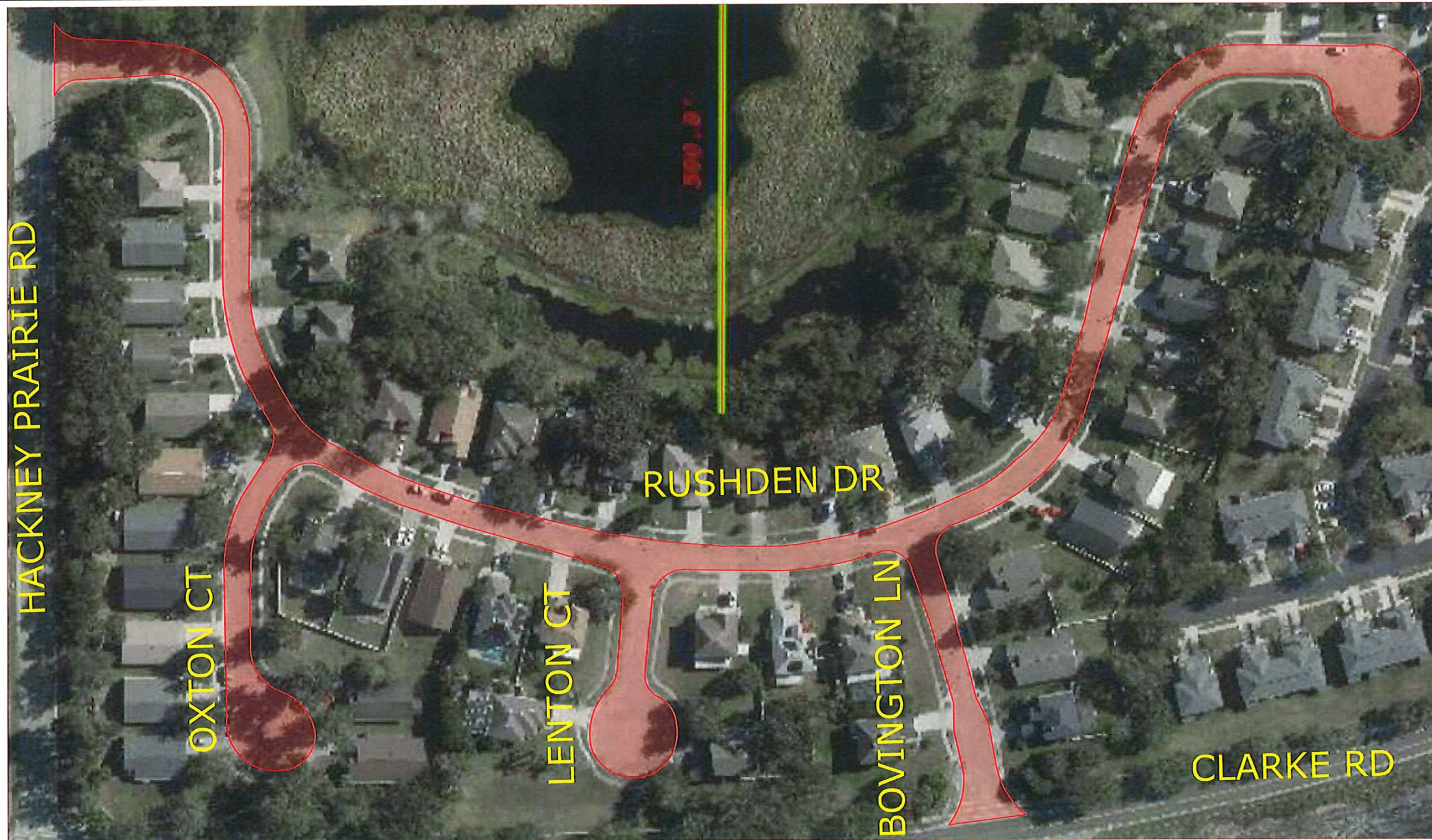


PUBLIC WORKS PAVING PROJECTS

PRAIRIE LAKE VILLAGE
SUBDIVISION
OVERVIEW

FIGURE

11.0



CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
301 MAGUIRE ROAD
OCOEE, FL 32761
PH: 407-894-3170 ext. 1505
FAX: 407-894-3176



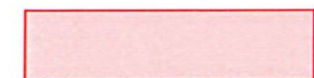
PUBLIC WORKS PAVING PROJECTS

WESTCHESTER SUBDIVISION

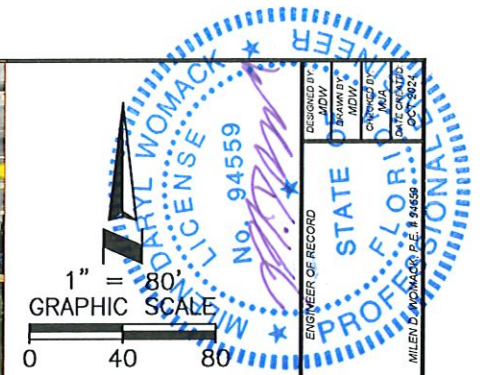
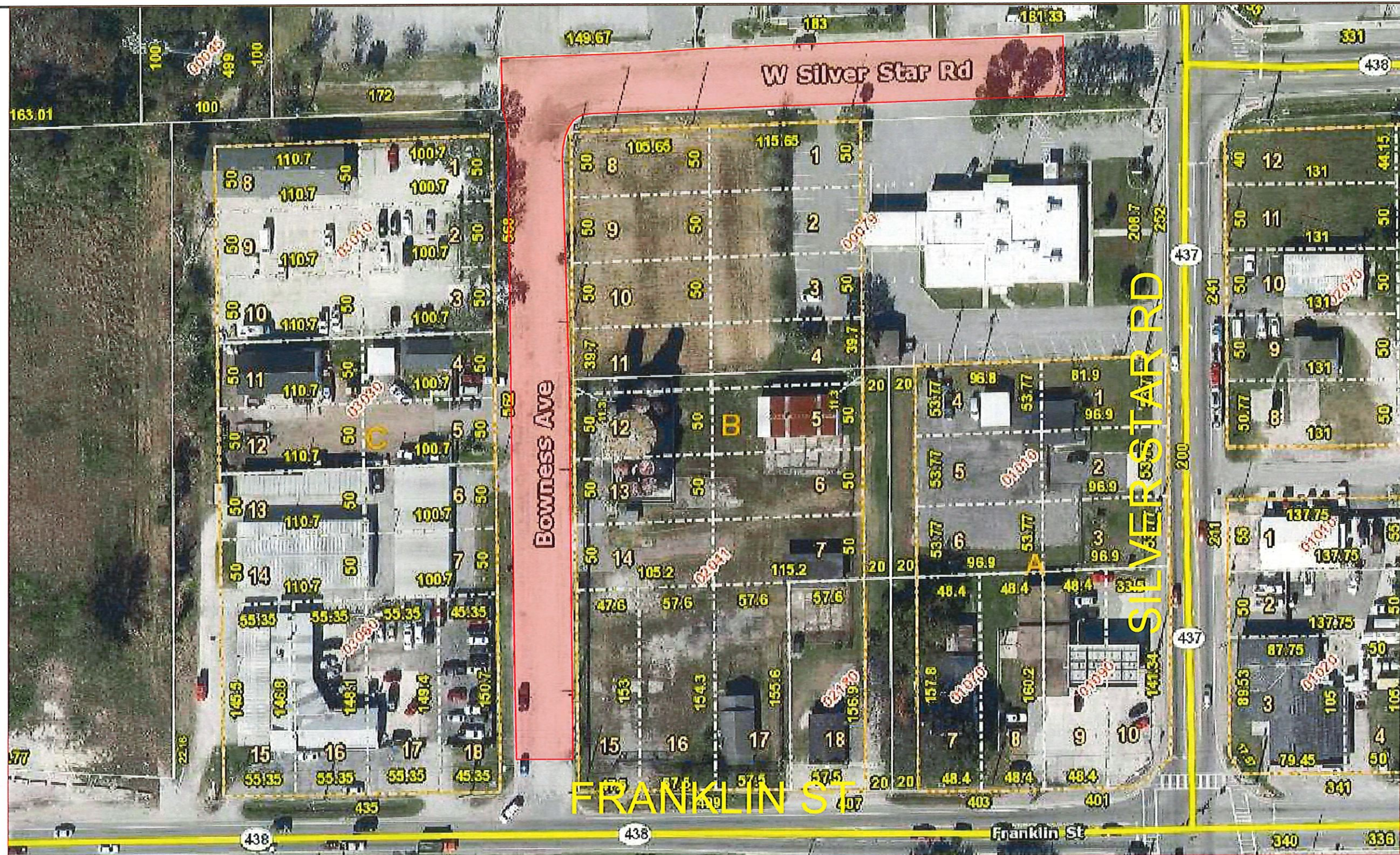
FIGURE
12.0

GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.25".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR RESPONSIBLE FOR PROVIDE DESIGN MIX UPON REQUEST.
5. CONTRACTOR RESPONSIBLE FOR CORE SAMPLES, IF NEEDED, TO CHECK ASPHALT AS-BUILT DEPTH.
6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.



1.25" MILL AND
1.25" RESURFACE (SP-9.5)
WESTCHESTER SUBDIVISION
TOTAL SURFACE AREA = 86,450 SF
OR 9,606 SY



GENERAL CONSTRUCTION NOTES:

1. CONTRACTOR IS REQUIRED TO MILL A MAXIMUM OF 1.5".
2. CONTRACTOR IS RESPONSIBLE TO REPLACE EXISTING PAVEMENT MARKINGS (MATCH TYPE AND COLOR), SAME SHALL APPLY TO REFLECTIVE PAVEMENT MARKERS.
3. TACK MUST BE APPLIED TO ALL CLEAN SURFACES CLEAR OF DEBRIS PRIOR TO PAVING OPERATIONS.
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6. CONTRACTOR TO NOTIFY RESIDENTS AND BUSINESSES PRIOR TO PAVING OPERATIONS.
7. CONTRACTOR REQUIRED TO SET-UP AND MAINTAIN TEMPORARY TRAFFIC CONTROL.

1.5" MILL AND
1.5" RESURFACE (SP-12.5)
BOWNESS AVE/W SILVER STAR RD
TOTAL SURFACE AREA = 41,229 SF
OR 4,581 SY

CITY OF OCOEE, FL
PUBLIC WORKS DEPARTMENT
SILVER STAR ROAD
OCOEE, FL 34761
PH: 407-885-1700 ext. 1709
FAX: 407-885-1726

PUBLIC WORKS PAVING PROJECTS

BOWNESS AVENUE/
W SILVER STAR ROAD

FIGURE
13.0



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 7

Contact Name: Stephen Krug

Contact Number: Ext. 6002

Department Director: Stephen Krug

City Manager: Craig Shadrix

Subject: Approval of Agreement with Fortress Secured, LLC for the Ocoee Regional Law Enforcement Training Center. (Public Works Director Krug)

Background Summary:

On March 5, 2024, the City Commission approved the Interim Agreement with Fortress Secured, LLC (Fortress), to proceed with the pre-development activities for the Regional Law Enforcement Training Center (RLETC). Fortress has worked with the City and our consultant, ZHA, to complete these activities, which provided the final plans and specifications for the RLETC in order to determine the cost of the facility. The next phase is to proceed to construction through the attached comprehensive design-build contract for the facility. Fortress will complete the project at a contract cost of \$10,803,392.00 for the RLETC along with the required off-site utility improvements at a cost of \$791,392.82 for a total cost of \$11,594,784.82. The City and ZHA have negotiated the pricing to be within regional industry standards and recommend Commission approval of the attached agreement.

Issue:

Should the Honorable Mayor and City Commissioners approve the agreement with Fortress Secured, LLC, for the construction of the Regional Law Enforcement Training Center?

Recommendations:

Recommend Commission Approval of the agreement with Fortress Secured, LLC, for the construction of the Regional Law Enforcement Training Center for \$10,803,392.00 for the RLETC and required off site utility improvements at a cost of \$791,392.82 for a total cost of \$11,594,784.82, and authorize City Manager and staff to approve change orders to the contract per the Purchasing Policy as funded in the project.

Attachments:

1. Comprehensive Agreement - City of Ocoee - Fortress Secured (Executed by Fortress_Summit)(47216407.1)(47281134.1)

Financial Impacts:

The project is adequately funded in Capital Projects by \$10,000,000 from a Capital Improvement Revenue Note and \$2,000,000 from FDLE Office of Criminal Justice Grant.

Type of Item: Consent

COMPREHENSIVE AGREEMENT FOR THE DEVELOPMENT OF THE REGIONAL LAW ENFORCEMENT TRAINING FACILITY

This Comprehensive Agreement for the Development of the Regional Law Enforcement Training Facility (this “**Agreement**”) is entered into as of this ____ day of May, 2025 (the “**Effective Date**”), by and between FORTRESS SECURED, LLC, a Florida limited liability company (“**Developer**”), SUMMIT CONSTRUCTION MANAGEMENT GROUP, LLC, a Florida limited liability company (“**General Contractor**”), and the CITY OF OCOEE, a Florida municipal corporation (“**City**”), on the following terms and conditions:

RECITALS

WHEREAS, the City owns that certain real property located at 1707 E. Crown Point Road, Ocoee, FL 34761, as more particularly depicted/described in Exhibit 1 attached hereto (the “**Property**”);

WHEREAS, pursuant to Section 255.065, Florida Statutes (Public-Private Partnerships) (the “**Act**”), the City received an unsolicited proposal from Developer for the construction of the law enforcement training facility on the Property, which will include, among other things, (a) an approximately 15,000 square foot single-story training facility, including classrooms, an indoor gun range, and all other necessary onsite infrastructure and improvements related thereto (the “**Facility**”); and (b) all necessary offsite water, storm sewer, sanitary sewer and other utility line extensions (the “**Off-Site Infrastructure Improvements**”), (the Facility and Off-Site Infrastructure Improvements, collectively, the “**Project**”);

WHEREAS, the City deemed Developer’s proposal a qualifying project under the Act, deserving of further consideration as a potential public-private partnership;

WHEREAS, the City published notice of its receipt of the proposal and solicited competing offers for the Project in accordance with Section 255.065(3)(b)(1) of the Act;

WHEREAS, the City determined that it is in the public’s best interest to facilitate the development and delivery of the Project and to consider entering into a comprehensive agreement with the Developer, or an affiliate, related to the design, permitting, and construction of the Project;

WHEREAS, having received no competing offers, the City undertook negotiations with Developer as authorized by Section 255.065(5)(c) of the Act, and authorized Developer access to the Property for purposes of initial exploration;

WHEREAS, the City and Developer entered into that certain interim pre-development agreement dated March 25, 2024 (the “**Interim Agreement**”) attached hereto as Exhibit 2, further specifying terms and outlining activities to establish a mutually acceptable construction plan and financial model for development activities;

WHEREAS, the Developer’s pre-development activities included site due diligence, planning and design work, the outcome of which includes ninety percent (90%)
1
construction

drawings for the Project dated September 12, 2024, attached to the Construction Contract, which the City has reviewed and approved (the “**Construction Drawings**”);

WHEREAS, the parties now desire to enter into this Agreement to comply with the Act’s requirement for a “comprehensive agreement,” and to govern the development, construction and financing of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the City and Developer agree as follows:

ARTICLE 1. DEFINITIONS

Capitalized terms in this Article 1 are used throughout this Agreement with the meaning ascribed to each term as follows:

Ancillary Agreements shall mean all instruments and agreements referenced or contemplated herein, including, without limitation, the Interim Agreement, the Construction Contract, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent and purpose of this Agreement.

Bond shall mean the Capital Improvement Revenue Note, Series 2024 (Lender: Regions Capital Advantage, Inc.) issued by the City pursuant to Resolution No. 2024-05 to finance the construction of the Project. Depending on context, this term may also apply to the Payment or Performance Bonds provided by the Developer.

Claims shall mean claims, judgments, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys’ fees).

Construction Contract shall mean that certain Design-Build Agreement (AIA Document A141 – 2014) dated of even date herewith and attached as Exhibit 3, including the Design-Build Amendment.

Cure Period shall mean a period of: (a) ten (10) days after written notice of an Event of Default in the case of any monetary default; and (b) thirty (30) days after a party fails to perform or observe any other term or condition of this Agreement to be performed or observed by it and receives written notice specifying the nature of the Event of Default; provided that, if such Event of Default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the Event of Default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period or implements an approved plan to remedy the default; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the Event of Default, unless otherwise agreed by the parties. Notwithstanding the foregoing, a Cure Period shall not be applicable to an Event of Default described in Section 7.01(b)(i).

Disbursement Request shall mean any applications submitted by Developer for progress payments as provided for in the Construction Contract.

Event of Default shall have the meaning set forth in Article 7.

Force Majeure shall mean an event or circumstance beyond the reasonable control of the claiming party with a direct impact to the Project, and not substantially caused by the other party, and includes, but is not limited to, (a) acts of God (including, but not limited to, hurricane, flood, tropical storm, windstorms, earthquakes, or other unavoidable casualty), (b) utility or energy shortages or acts or omissions of public utility providers, (c) war, terrorism, civil unrest, or riot, (d) fire, explosion, accident, or sabotage, (e) governmental restrictions, governmental regulations, governmental controls, regulations, or Laws, (f) delay in issuance of Required Permit, (g) enemy or hostile governmental action, or civil commotion, (h) lack of adequate fuel, power, raw materials, unusual availability of materials, equipment, services, or labor, (i) facility malfunctions caused by circumstances beyond the reasonable control of the claiming party and not resulting from improper maintenance, (j) pandemics, epidemics, or direct effects thereof, (k) adverse weather conditions in excess of the ten (10)-year NOAA average for the location of the Project, or any other event beyond the reasonable control of the claiming party that prevents the completion, commencement of operations, or operation of the Work hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

Laws shall mean all applicable laws, statutes, and/or ordinances and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees including, without limitation, any zoning regulation, the Americans with Disabilities Act, and the Act.

Project Closing shall mean (a) payment in full of the outstanding Purchase Price, and (b) the completion of the Work as set forth in the Construction Contract.

Project Costs shall mean the fees, costs, and expenses incurred in connection with the Project, including, the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement, including all architect, engineer, and other professional fees.

Purchase Price shall mean the total amount of the Contract Sum(s) (as defined in the Construction Contract). For avoidance of doubt, the Contract Sum(s), subject to adjustments as provided for in the Construction Contract (a) for construction of the Facility, the Contract Sum shall be the stipulated sum of Ten Million Eight Hundred Three Thousand Three Hundred Ninety-Two and NO/100 Dollars (\$10,803,392.00); (b) for construction of the Off-Site Infrastructure Improvements, the Cost of Work (as defined in the Construction Contract), which is anticipated to be Seven Hundred Forty-Six Thousand Five Hundred Ninety-Seven and NO/100 Dollars (\$746,597.00); with a Developer's fee equal to six percent (6%) of the Cost of Work, which is anticipated to be Forty-Four Thousand Seven Hundred Ninety-Five and 82/100 Dollars (\$44,795.82). In the event of any discrepancy between the Construction Contract and this definition, the Construction Contract shall control.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of the Project, including, but not limited to, any zoning use

changes or development standard variances required by the Project design. The City shall assist Developer in obtaining all Required Permits.

Substantial Completion shall have the same meaning as defined in the Construction Contract.

Surety Bonds shall mean the payment and performance bonds required under Section 255.05, Florida Statutes.

Transaction shall mean the agreement establishing the public-private partnership contemplated in this Agreement.

Transaction Documents shall mean: (a) this Agreement; (b) all Ancillary Agreements; (c) certified copies of the resolutions, ordinances, and/or approvals enacted, adopted, and/or obtained by a party authorizing the Transaction and the execution of documents necessary or reasonably appropriate to consummate the Transaction, which certification states that such resolutions, ordinances, and/or approvals remain in full force and effect without amendment; and (d) such additional resolutions, consents, authorizations, certificates, documents, instruments, and/or other evidence as either party reasonably may request in connection with the Project Closing.

Work shall mean the construction and services required by Construction Contract and in order to complete the Project, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by Developer to fulfill Developer's obligations; the Work may be the whole or a part of the Project.

ARTICLE 2. GENERAL

2.01. **Recitals.** The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 2.01.

2.02. **Build Project.** Subject to the terms and conditions of this Agreement, Developer shall cause the Project to be constructed on the Property. Developer shall complete the Project: (a) in a good and workmanlike manner that allows for the construction to timely proceed; (b) in accordance with the Construction Contract; and (c) in compliance with all applicable Laws. Developer shall have the right to enter upon the Property to perform its obligations under this Agreement pursuant to the access rights provided for in the Construction Contract.

2.03. **Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the earlier of (a) Project Closing, or (b) the termination of this Agreement as provided herein (the "**Term**"). Notwithstanding the foregoing or anything contained herein to the contrary, any provision that by its terms specifically survives termination shall continue in full force and effect as specified.

2.04. **INTENTIONALLY DELETED.**

2.05. **INTENTIONALLY DELETED. .**

2.06. **Commencement of Project Construction.** Each party acknowledges that the following conditions shall be preconditions to their obligations to commence construction:

a. Commencement of Construction. Construction of the Project shall commence in accordance with the terms of the Construction Contract.

b. Financing. The City has closed on a Capital Improvement Revenue Note, Series 2024, pursuant to City of Ocoee Resolution No. 2024-05, to finance the construction of the Project. In addition, the City has received a two-million-dollar (\$2,000,000.00) Grant from the Office of Criminal Justice Grants of the Florida Department of Law Enforcement.

c. Required Permits. Developer has obtained, or Developer and the City are satisfied that Developer will be able to obtain, all Required Permits.

d. Documents. The form and substance of the Transaction Documents have been, or will be, approved by Developer and the City, each in the exercise of its reasonable discretion.

e. Resolutions. Each of Developer and the City has adopted, or will adopt, all resolutions necessary to authorize the execution of, and the performance of this Agreement and its respective obligations under the Transaction Documents, and such resolutions remain in full force and effect.

ARTICLE 3. CONSTRUCTION

3.01. **Construction Obligations.** Developer shall cause the construction of the Project in accordance with the Construction Contract.

3.02. **Insurance Requirements.** Developer shall purchase and maintain insurance pursuant to the terms of the Construction Contract.

3.03. **Waiver of Subrogation.** The City and Developer waive all rights against each other and any of their subcontractors, agents, and employees, and any of their subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. Developer shall require similar written waivers in favor of the individuals and entities identified above from the Project architects, consultants, and subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; (2) even though that person or entity did not pay the insurance premium directly or indirectly; or (3) whether or not the person or entity had an insurable interest in the damaged property.

3.04. **Surety Bond Requirements.** The Surety Bond requirements for the Project are set forth in the Construction Contract and comply with all statutory requirements of the Section 255.05, Florida Statutes as set forth in Exhibit 4 attached hereto.

3.05. **City Fee Waiver.** The City shall also provide impact fee credits to the greatest extent applicable. For the avoidance of doubt, this Section 3.05 applies only to the Project. The City will waive fees that they are allowed to waive per Statute and City Code.

ARTICLE 4. INTENTIONALLY DELETED.

ARTICLE 5. INTENTIONALLY DELETED

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.01. **City Representations and Warranties.** The City represents and warrants as follows:

a. Ancillary Agreements. The City has approved all Ancillary Agreements submitted to the City Commission for approval.

b. No Violation. This Agreement and compliance with the terms hereof are not in violation of any applicable Laws.

c. Authority. The City represents and warrants that: (i) the City shall not enter into any contracts or undertakings or take any action or fail to take action that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the Laws of the State of Florida; (iii) subject to the necessary proceedings required by law which the City will in good faith endeavor to complete, the City has the power to: (A) enter into this Agreement, and (B) perform its obligations hereunder; (iv) the City has been duly authorized by proper action to: (A) execute and deliver this Agreement, and (B) perform its obligations hereunder; (v) this Agreement is a legal, valid, and binding obligation of the City; and (vi) no third party is entitled to claim a commission or fee in connection with the Project, this Agreement, the transactions contemplated by this Agreement, or otherwise by, through, or as a result of, the acts or omissions of the City.

6.02. **Developer Representations and Warranties.** Developer represents and warrants as follows:

a. Ancillary Agreements. Developer has approved the form and substance of all Ancillary Agreements prepared and presented to Developer to date.

b. Authority. Developer represents and warrants that: (i) Developer is an Florida limited liability company duly existing and validly formed under the laws of the State of Florida; (ii) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) Developer has the authority to: (A) enter into this Agreement; and (B) perform its obligations hereunder, (iv) Developer has been duly authorized by proper action to: (A) execute and deliver this

Agreement; and (B) perform its obligations hereunder; (v) this Agreement is a legal, valid, and binding obligation of Developer; and (vi) no third party is entitled to claim a commission or fee in connection with this Agreement by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer.

ARTICLE 7. DEFAULT

7.01. Event of Default. It shall be an “**Event of Default**” by a party if:

a. Such party fails to perform or observe any term or condition of this Agreement that is required to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not remedied within thirty (30) days after such payment is due; and (ii) with respect to any other obligation, if such failure is not cured after the applicable Cure Period, if any;

b. Developer (i) engages in gross misconduct with respect to the Project; or (ii) it becomes generally known that Developer is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise;

c. The City fails to timely pay any Project Costs to Developer as required by this Agreement; or

d. Developer fails to maintain the requisite professional licenses and approvals to cause completion of the Project.

7.02. General Remedies. Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at Law or in equity as are necessary or appropriate to: (a) collect any payments due under this Agreement; (b) protect the rights granted to the non-defaulting party under this Agreement; (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (d) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting party incurs any direct costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for such reasonable and direct costs and expenses. Notwithstanding anything to the contrary set forth herein, an Event of Default described in Section 7.01(b), shall subject this Agreement to immediate termination in the sole discretion of the City, a Cure Period shall not apply, and the City as its sole and exclusive liability, shall be liable only for paying for Work performed hereunder prior to any such Event of Default.

7.03. No Exclusive Remedy; Limitation.

a. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in

addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

b. No delay or omission by a non-defaulting party in exercising any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

c. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws.

d. In no event shall either party be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such defaulting party or otherwise.

e. At no time, and under no circumstances, shall Developer be entitled to any damages other than a claim for payment of services rendered in accordance with the terms of the Agreement.

7.04. **Injunctive Remedies.** If a party engages in an Event of Default, the non-defaulting party shall be entitled to seek specific performance or injunctive relief and, in each instance, the defaulting party hereby waives any claim or defense that the non-defaulting party has an adequate remedy at law.

7.05. **No Limitation.** Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Article 7 are not exclusive and shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

7.06. **Termination/Costs.** In the event of the termination of this Agreement by the City on or before Project Closing, the City shall compensate Developer for Work accepted prior to any Event of Default or termination, and the City shall have no further liability to Developer, except for claims timely and properly made in accordance herewith and unresolved at the time of compensation as set forth hereunder.

ARTICLE 8. INTENTIONALLY OMITTED

ARTICLE 9. INDEMNIFICATION

9.01. **Indemnification.** Developer shall indemnify, defend, and hold harmless the City from and against any and all Claims arising from or connected with: (A) breaches by Developer under contracts to which Developer is a party (except for this Agreement), to the extent that such contracts relate to the performance of any Work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; (B) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any Work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; (C) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of

Developer; (D) Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Property, the Project, or any adjacent property owned by the City not caused by a failure of the City to timely pay the Purchase Price or any Disbursement Request; or (E) the breach by Developer of any term or condition of this Agreement or any Ancillary Agreement. Notwithstanding the foregoing, the City and any party acting by, under, through, or on behalf of the City shall be financially responsible for its own bad faith, fraud, gross negligence, or willful misconduct, and in no event shall Developer indemnify the City for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section 9.01 shall survive the termination of this Agreement.

9.02. **No Liens.** No mechanics' liens are valid as the Project is held for public use. If any mechanic's, supplier's, or similar lien is filed against all or any portion of the Property for work claimed to have been done for, or materials claimed to have been furnished to, the City or Developer, then Developer shall cause such mechanic's, supplier's, or similar lien to be discharged of record within sixty (60) days after notice of the filing by bonding or providing other adequate security therefor, or as provided or required by the Laws.

ARTICLE 10. GENERAL TERMS

10.01. **Notice.** Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows:

to the City at: Public Works Director, City of Ocoee, 1 North Bluford Avenue, Ocoee, FL 34761, Attn: Steve Krug (and via email to SKrug@ocoe.org);

with copies to: City Attorney, City of Ocoee, Fishback Dominick, 1947 Lee Road, Winter Park, FL 32789, Attn: Richard S. Geller (and via email to RGeller@Fishbacklaw.com);

to Developer at: Fortress Secured, LLC, 3603 Beachwood Court, Jacksonville, FL 32224, Attn: Matt Everett (and via email to Matt@FortressSecured.com);

with copies to: Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204, Attn: Brian Crist (and via email to BCrist@btlaw.com).

Either Party may change its address for notice from time to time by delivering written notice to the other Party as provided above. Notice may also be given via electronic mail (i.e., e-mail), as well as by either party's legal counsel, provided that receipt of same is acknowledged.

10.02. **Authority.** Each undersigned person executing this Agreement on behalf of the City and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City and Developer, respectively.

10.03. **Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (A) the party asserting Force Majeure shall deliver written notice thereof to the other party as soon as reasonably practical; (B) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (C) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

10.04. **Consent.** With regard to all matters in this Agreement requiring the consent or approval of a party, the parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specifically provided in this Agreement.

10.05. **Merger.** All prior agreements, understandings, and commitments between the parties regarding the Project are hereby superseded, terminated, and merged herein, and shall be of no further force or effect; provided, however, the parties acknowledge and agree that this Agreement shall remain in full force and effect and shall terminate pursuant to its terms.

10.06. **Negotiation.** Except as otherwise provided herein, each party shall bear its own costs in connection with negotiation and performance of this Agreement (subject to the rights of reimbursement as may be permitted pursuant to the Surety Bonds).

10.07. **Miscellaneous.** This Agreement shall inure to the benefit of, and be binding upon, the City and Developer, and their respective successors and assigns.

10.08. **Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. All proceedings arising in connection with this Agreement shall be tried, mediated or litigated as set forth in the Construction Contract.

10.09. **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided, that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable.

10.10. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

10.11. **Parties Relationship.** Nothing contained in this Agreement shall be construed to create a partnership other than as a public-private partnership recognized by the Act, or a joint venture between Developer and the City or their successors in interest. The parties acknowledge

and agree that Developer is an independent contractor and is not a principal, agent, officer, shareholder, or employee of the City. The parties' duties of reasonable care and good faith dealings to one another shall not rise to the level of fiduciary.

10.12. **Time of the Essence.** Time is of the essence as to the performance of the City's and Developer's obligations under this Agreement.

10.13. **Time Computation.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

10.14. **Counterpart Execution.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

10.15. **Singular, Plural, Masculine, Feminine or Neuter.** Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all pronouns shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require.

10.16. **Public-Private Statute.** This Agreement is intended to be a "public-private partnership" authorized by the Act. If and to the extent this Agreement is not such a "public-private partnership," then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded, as is necessary to cause this Agreement to be a "public-private partnership."

10.17. **Exhibits.** All Exhibits to this Agreement are attached hereto and incorporated herein by reference. The following exhibits are attached hereto and incorporated herein as if fully set forth:

- | | |
|------------|--|
| Exhibit 1: | Property |
| Exhibit 2: | Interim Agreement |
| Exhibit 3: | Construction Contract |
| Exhibit 4: | Formal Contract between Developer, the city, and the General Contractor, Summit Construction |

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the City and Developer have executed this Comprehensive Agreement for the Development of the Regional Law Enforcement Training Facility as of the Effective Date.

THE CITY OF OCOEE, FLORIDA

FORTRESS-SECURED

OWNER (Signature)

Hon. Rusty Johnson, Mayor

Shannon C Everett
DESIGN-BUILDER (Signature)

Shannon C Everett, Principal
(Printed name and title)

SUMMIT CONSTRUCTION MANAGEMENT GROUP, LLC,
as to Exhibit 4 only

Charles H Cordes
GENERAL CONTRACTOR (Signature)

Charles H Cordes
(Printed name and title)

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 _____, 2025.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____ UNDER AGENDA
ITEM No. ____.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

Exhibit 1
-Property-

The Property is located at 1707 E. Crown Point Road, Ocoee, Florida, 34761.

The Property has been assigned Orange County Property Appraiser parcel number 28-22-07-0000-00-003 depicted as the "subject parcel" in the excerpt from the boundary and topographic survey performed by Thomas J. Galloway in November 2023 (attached on the immediately following page).

Exhibit 2
- Interim Agreement -

[To be included on following pages]

**INTERIM AGREEMENT BETWEEN
THE CITY OF OCOEE AND FORTRESS SECURED, LLC
FOR THE DELIVERY OF A LAW ENFORCEMENT TRAINING FACILITY**

THIS INTERIM AGREEMENT (“Agreement”) is made and entered into, as of the last date of execution by the Parties (“Effective Date”), by and between the CITY OF OCOEE, a Florida municipal corporation (“City”) and FORTRESS SECURED, LLC, a Florida limited liability company, which is authorized to do business in the State of Florida (“Developer”) (each a “Party” and collectively the “Parties”).

WHEREAS, pursuant to Section 255.065, Florida Statutes, the City received an unsolicited proposal from Developer for the turn-key delivery of a new law enforcement training facility (the “Project”) on real property owned by the City (the “City Property”); and,

WHEREAS, the City Commission deemed Developer’s proposal a qualifying project under Section 255.065, Florida Statutes, deserving of further consideration as a potential public-private partnership; and,

WHEREAS, the City published notice of its receipt of the proposal and solicited competing offers for the Project; and,

WHEREAS, having received no competing offers, the City undertook negotiations with Developer as authorized by Section 255.065(5)(c), Florida Statutes; and,

WHEREAS, the City has previously authorized Developer to access the City Property for purposes of initial exploration; and

WHEREAS, the Parties now intend to enter into this interim Agreement in advance of the negotiation and approval of a possible comprehensive agreement (the “Final Agreement”) governing the Project, which will facilitate the development of design plans, construction budget, pro-forma model and schedule assumptions to better inform and guide the development, design, financing, permitting, construction, operation and maintenance of the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Pre-Development Generally.

The City will cooperate with Developer as it undertakes pre-development activities described in Exhibit A hereto (“Pre-Development Activities”), in good faith and in a commercially reasonable manner, with input and support to be provided by the City to develop a mutually acceptable financial model for the Project. The principles that will guide the development of the financial model for the Project are: (i) the total development budget does not exceed a total principal amount of \$10,710,534.00 (the “Projected Budget”) including an allowance for furniture, fixtures and equipment in the amount of \$500,000 (the “FF&E Allowance”), and (ii) the Project adheres to the vision and all other material provisions as set forth in Developer’s proposal.

2. Term.

The term of this Agreement (“Term”) shall commence upon the Effective Date and shall terminate upon the earliest to occur of the following:

- (a) the effective date of the Final Agreement with the City (the “Closing”);
- (b) Developer and the City, working in good faith, fail to mutually agree on the engineering and design plans for the Project; and
- (c) Developer and the City fail to agree upon a fixed sum final cost for the Project (the “Stipulated Sum”) at a price at or below the Projected Budget, or if over the Projected Budget at a price acceptable to City in City’s sole discretion;
- (d) Developer and the City, working in good faith, fail to mutually agree on the terms and conditions of the Final Agreement;
- (e) City determines, in its sole discretion, that options to finance the construction of the Project are not available to City on terms and conditions reasonably acceptable to City;
- (f) the effective date of the termination of this Agreement by mutual agreement of the Parties.
- (g) City determines, in its sole discretion, that the Additional Projects (as defined in Section 5) cannot be obtained or cannot be obtained at a cost acceptable to City.

3. Scope of Pre-Development Activities.

(a) The Pre-Development Activities constitute the entire scope of the preliminary activities Developer intends to conduct with respect to the Project.

(b) Pre-Development Activities. Developer has entered into a contractual agreement with j12 Architecture, LLC for Pre-Development Activities and related site due diligence, planning and design work (the “Pre-Development Agreement”). At the request of City, Developer will provide a copy of the Pre-Development Agreement to the City. The Pre-Development Activities will include the coordination and commissioning of third-party architects and engineers contracted by Developer to conduct the surveys, tests and to produce the reports or documents described in this Agreement. All Pre-Development Activities, including all tests, shall be performed in a good and workmanlike manner, good industry practices and all applicable laws, rules and regulations and the requirements of governmental authorities. Developer shall provide upon request to the City copies of all written reports, studies, analyses, surveys, designs, plans, drawings and other written, graphic and three-dimensional work product prepared by or on behalf of Developer by third parties (excluding Developer’s attorneys and accountants) as part of the Pre-Development Activities for the Project (collectively, “Work Product”). The City acknowledges that Developer has expended and will expend, in good faith, money to engage third parties in furtherance of the development of

the Project and production of Work Product. Such expenditures anticipated to be expended, are specifically described in that certain "Pre-Development Budget" attached hereto as Exhibit C. Developer shall be permitted to expend funds in excess of any line item amount as long as the total amount set forth in the Pre-Development Budget is not exceeded; provided, however, if Developer desires to spend funds in excess of the total amount set forth in the Pre-Development Budget, any amount in excess of \$530,760.00 shall not be subject to reimbursement in accordance with the terms of this Agreement by the City. Developer shall provide monthly updates to the City regarding the actual costs expended to date, including such information as may be requested by the City.

(c) Contractors. Developer shall be responsible for the acts, failures to act, errors and omissions of all contractors, subcontractors, vendors, consultants and agents engaged in performance of Pre-Development Activities. Except as provided in this Agreement, this Agreement shall not give rise to any contractual or other relationship between the City and any such contractors, subcontractors, vendors, consultants and agents. The City disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any contractor, subcontractor, vendor, consultant and agent of Developer (except as described in Section 4 below). Contracts, agreements, purchase orders and other arrangements between Developer and such third parties for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Pre-Development Activities shall be consistent with the terms and conditions of this Agreement. All contracts entered into by Developer shall provide that any review or approval of the Work Product by the City or Developer, or the incorporation of suggested revisions by the City, shall not constitute waiver, release or acceptance of any error or omission in the Work Product, shall in no way waive or release Developer or the contractors, subcontractors, vendors, consultants and agents from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. The primary contracts for design and engineering services will be between Developer and j12 Architecture, LLC (collectively, "Design Professionals") engaged in performance of Pre-Development Activities.

(d) Reports. Developer shall, on a monthly basis, provide a written report describing the status, progress and results of the Pre-Development Activities. The information provided to the City shall include an explanation of any significant variations from the scope, schedule, sequence, or performance of the Pre-Development Activities and identify any potential or known developments that may impact the City or the feasibility, cost or schedule for the design, permitting, financing and construction of the Project or the Pre-Development Activities, and any corrective or remedial actions implemented. The final plans and specifications for the Project are subject to approval by the City.

4. Payment for Pre-Development Activities.

(a) Developer will be responsible for paying the third parties in accordance with the agreements between Developer and each such third party in connection with the due diligence surveys, tests and studies comprising the Pre-Development Activities. Pre-Development Activities

shall be performed in accordance with the terms of this Agreement, including the Pre-Development Budget set forth on Exhibit C.

(b) Developer will deliver 30% design plans and specifications to the City (the “30% Plans”) for the City’s approval. Upon approval of the 30% Plans, Developer will provide an actual budget for the Project (the “Project Budget”) based on a Stipulated Sum for delivery of the completed Project to City. Upon the City’s acceptance of the Project Budget, the City and the Developer will, in good faith, negotiate the terms and conditions of the Final Agreement. In the event the Final Agreement is not complete and approved by the City within 120 calendar days from the approval of the 30% Plans, the City and Developer will re-evaluate and revise the Project Budget to reflect market changes, if any, in material, labor or other project costs.

(c) Upon the City’s approval of the 30% Plans and the Project Budget, the City agrees to make monthly progress payments to Developer for the costs and expenses actually incurred by Developer, commencing on July 18, 2023 (the date the City awarded the Project to Developer), up to the total amount listed in the Pre-Development Budget for the Work Product, but in no event in an amount in excess of \$530,760.00. Progress payments shall be made by the City to Developer within thirty (30) days after receipt of Developer’s properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product. Upon receipt of reimbursement by the City, Developer shall pay all costs and expenses in the Pre-Development Budget directly to third party consultants not affiliated with Developer, or any of its officers, directors, members or shareholders. Notwithstanding anything to the contrary, the City will have no obligation to enter into the Final Agreement unless the City has obtained acceptable financing or otherwise procured funds necessary to pay for the Project.

(d) In the event this Agreement is terminated by the City pursuant to Section 2.(b) or Section 11(a), and providing such termination occurs prior to the City’s approval of the 30% Plans and Project Budget, as further described in Section 4, the City shall not be obligated to pay Developer for any costs and expenses incurred with respect to Pre-Development Activities. In the event this Agreement is terminated for any other reason, the City shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, up to the total amount listed in the Pre-Development Budget, within thirty (30) days after receipt of Developer’s properly submitted request for same accompanied by substantiation of all costs, expenses, fees, charges and other amounts paid for the Pre-Development Activities and Work Product.

5. The Additional Projects.

The City and Developer acknowledge that in order to construct the Project, the nearest sanitary sewer line connection will need to be extended approximately 2,600 feet (the “Sewer Line Extension”), and the nearest potable water line connection will need to be extended approximately 700 feet (the “Water Line Extension” and together with the Sewer Line Extension, collectively, the “Utility Extensions”). In addition, the City desires to include the design and construction of certain structural elements within the City Property that will permit the City to construct additional improvements and locate equipment needed to support a fire tower on the City Property (the “Fire Tower”). The City and Developer understand that potential delays in initiating and completing either the Utility Extensions or the Fire Tower may adversely impact Developer’s ability to attain

substantial completion of the Project or reach other milestones within the time frames to be established in the Final Agreement. As such, the City has requested Developer to undertake the construction of the Utility Extensions (the "Utility Project"), as well as the Fire Tower (the "Fire Tower Project" and together with the Utility Project, the "Additional Projects"). The City has committed to undertake at its own cost the design of the Utility Project, including the survey, design, permitting, engineering and any other plans or actions necessary to allow for the Developer to construct said Utility Project (the "design"). The City shall pay the full cost for this design separate and apart from this Agreement. The City acknowledges that the failure to have a completed design and all necessary approvals to begin construction by this date will delay completion of the Utility Project which may also delay completion of the Project. Notwithstanding anything contained herein to the contrary, beginning on the Effective Date, any costs incurred by Developer in connection with the Additional Projects shall be reimbursed by the City on a "Cost Plus 6%" basis, and shall include Developer's direct and indirect costs, including overhead. The City agrees to make monthly progress payments to Developer for the costs and expenses actually incurred by Developer commencing from the Effective Date, in accordance with Section 4; providing, however, any payments due Developer shall not be contingent upon City's approval of the 30% Plans, and in the event of termination for any reason, City agrees to pay Developer costs and expenses incurred by Developer for the Additional Projects through the date of termination. To the extent reasonably possible, Developer will obtain approval of the City prior to incurring costs and City will have the right to approval all proposals. City retains the right to cease Developer's work on the Additional Projects at any time and to thereafter assume such duties. Notwithstanding any other provision in this Agreement, the City agrees that if the Design and Permitting of the Utility Extensions are not completed within 180 days of the Effective Date of this Agreement, and if construction of the Utility Extensions is not completed within 365 days of the Effective Date of this Agreement, the work timeline and budget for the Project will be adversely affected the Developer shall be entitled to an equitable adjustment to the Budget.

6. Shared Access Easement Agreement.

The Developer's proposal for the Project contemplates the construction of an access road leading to the Project from North Fullers Cross Road in the area generally depicted on Exhibit B, hereto (the "Proposed Entrance Road"). Preliminary due diligence conducted by the City and Developer indicates the City Property is encumbered by a Shared Access Easement Agreement, dated June 15, 2004, and recorded in Official Records Book 07504, Pages 3339 - 3350, in the Public Records of Orange County, Florida (the "Shared Access Agreement"). The Shared Access Agreement imposes certain rights and obligations with respect to the construction of a joint entrance road to serve both the City Property and adjacent parcel. In the event the City determines that the Proposed Entrance Road must be relocated in order to comply with the terms of the Shared Access Agreement, the payment of any costs relating to such relocation, including but not limited to, survey, design, permitting, engineering and construction, shall be the responsibility of the City, and shall not be included in the Projected Budget. Unless otherwise agreed to by the parties, the terms of the Final Agreement shall include equitable adjustments which must be made to the Stipulated Sum or to the substantial completion date and other milestones, to the extent they are impacted by the City's evaluation and implementation of its obligations under the Shared Access Agreement.

7. Certification/Ownership of Work Product. Developer will ensure that all completed Work Product is certified and may be relied upon by the City. All Work Product created by or through Developer shall (as between the Parties) be the exclusive property of Developer unless and until the City has paid for such Work Product. In such event, the City acknowledges that the Work Product is not intended or represented to be suitable for use on the Project unless completed by the Design Professionals. Any use or reuse, or any modification of the Work Project by the City, without written authorization, completion or adaption by the Design Professionals will be at the City's sole risk and without liability or legal exposure to the Design Professionals, or to their respective officers, directors, members, partners, agents, employees, and consultants.

8. Developer-led Approach.

Developer is fully responsible for the selection, coordination, and contractual engagement of the Design Professionals, general contractors, vendors, suppliers and other professional consultants involved in the conduct of the Pre-Development Activities, and making all arrangements with utility, communication, cable and information technology companies and the City with respect to the location of subsurface utility, information technology, communication, and cable installations and other assets, property, equipment, infrastructure and systems necessary to serve the Project.

9. Single Point-of-Contact; Design Plans; Designated Representatives of Each Party.

(a) Coordination. The Parties agree that in order to facilitate efficient communication and information exchange between the Parties relating to the Pre-Development Activities, Developer will be the single point-of-contact and responsible to the City but will actively involve and make available other members of the Developer's team to participate in regularly scheduled planning and progress meetings with City officials, to be held at least monthly through the term of this Agreement. Developer's team will present plans, specifications, schedule and budget reports or updates to the City, apprise the City of progress, and solicit the City's input, feedback, and when appropriate, decisions and/or approvals on material matters pertaining to the conduct of the Pre-Development Activities.

(b) Design Plans and Specifications. Except in the event of a termination, Developer shall provide to the City design plans and specifications that are 30%, 60% and 90% complete. The 30% Plans shall serve as the basis for the design of the Project and shall contain at a minimum, the major design elements, the proposed Project Budget, and project timeline. Any change requested by the City to the design plans following approval of the 30% Plans that increases the Project Budget for the Project shall be the responsibility of the City. Except as otherwise provided in this Agreement, any other change to the 30% Plans that increases the Project Budget for the Project shall be the responsibility of Developer.

(c) Designated Representatives. For clarity of communication and accountability, (i) Chris McKinstry will initially serve as the Designated Representative and point-of-contact for the City and (ii) while others on Developer's team will be actively involved in the process, all official communication about material issues related to the Pre-Development Activities shall flow through Developer's Designated Representative Matt Everett. Each Designated Representative will be responsible for the further dissemination of information to their respective interested persons.

10. Compliance.

(a) Licenses. Developer agrees to use and require each of its development team members and other contractors, subcontractors, vendors, consultants and agents to use, only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by any applicable law or any governmental authority to enable such personnel to perform their work, services and activities involving any portion of the Pre-Development Activities.

(b) Laws. Developer specifically agrees that in the performance of the Pre-Development Activities, it shall at all times comply with and cause each of its development team members and other contractors, subcontractors, vendors, consultants and agents to fully comply with all applicable laws, including environmental laws, permits, requirements of governmental authorities, and good industry practice.

11. Default.

(a) If Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by Developer herein (a "Developer Default"), the City, upon obtaining notice or knowledge thereof, shall give prompt written notice of such Developer Default to Developer, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, Developer has not promptly commenced or proposed for the City consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of the City shall include the right to terminate this Agreement by giving written notice to Developer, whereupon this Agreement shall automatically cease and terminate, subject, however, to the rights and remedies of the City, to recover damages sustained by the City and other available remedies, and the survival of Developer's indemnity and insurance obligations hereunder.

(b) If the City shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the City herein (a "City Default"), Developer, upon obtaining notice or knowledge thereof, shall give prompt written notice of such City Default to the City, but in any event within ten (10) business days. If, within ten (10) business days after receipt of such notice, the City has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Pre-Development Activities hereunder), the rights and remedies of Developer shall include the right to terminate this Agreement by giving written notice to the City, whereupon this Agreement shall automatically cease and terminate. In such event, the City shall pay Developer the costs and expenses actually incurred by Developer through the date of termination, in accordance with Section 4(c) herein.

12. Indemnity. Developer hereby agrees to indemnify, protect, defend and hold harmless the City, its current and future city commissioners, officers, employees, agents,

representatives, successors and assigns (the "City Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, engineering, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which City Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Developer's conduct of the Pre-Development Activities or the activities of Developer, Developer's team members, contractors or subcontractors on the Project site in connection with the Pre-Development Activities or Developer's breach of this Agreement: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of applicable laws, permits, or requirements of governmental authorities; and (iv) misappropriation, infringement or misuse of intellectual property or industrial property rights of a third party; except to the extent any such Losses were caused primarily by the negligent or willful misconduct or omissions of the City Indemnitees, or any of them. Developer's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Developer under any statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.

13. Notices. Any notice, demand, request, consent, approval or other communication authorized or required hereunder (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing, shall be delivered personally or by national recognized overnight courier and shall be deemed to have been duly given and received upon receipt if delivery is made on a business day during regular business hours, or otherwise on the next business day. Confirmation of delivery of notice by an overnight courier shall be conclusive evidence of receipt of such notice. Notices to a Party shall be addressed to such Party at the addresses provided below, or such other addresses as a Party may from time to time designate by written notice to the other Party:

If to City	Robert D. Frank City Manager 1 North Bluford Avenue Ocoee, Florida 34761 Email rfrank@ocoe.org
With a copy to:	Richard S. Geller City Attorney Fishback Dominick 1947 Lee Road Winter Park, Florida 32789 Email rgeller@fishbacklaw.com
If to Developer	Fortress Secured, LLC 3603 Beachwood Court Jacksonville, Florida 32224 Attn: Matt Everett Email matt@fortresssecured.com
With a copy to:	Nelson Mullins 390 N. Orange Avenue, Ste. 1400 Orlando, FL 32801 Attn: Kate Stangle Email kate.stangle@nelsonmullins.com

14. Insurance Coverage. Developer shall require all Design Professionals performing Pre-Development Activities pursuant to this Agreement to obtain, carry and keep in full force, professional liability insurance covering liability arising out of error, omission, or negligent acts in the performance, or lack thereof, of professional services contemplated under this Agreement in an amount of not less than \$1,000,000 per claim / \$2,000,000 aggregate; provided Developer's subcontractors who are providing professional design services shall be required to maintain such insurance in an amount of not less than \$1,000,000 per claim/\$2,000,000 aggregate. If the City requires coverage limits in excess of the amounts stated herein, Developer shall require same, subject to the City's reimbursement for the additional premium costs, if any.

15. On or before the Effective Date, and thereafter during the term hereof, Developer shall provide the City with original, current Certificates of Insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies. Said Certificates of Insurance shall name the Ocoee City Commission as an Additional Insured and Certificate Holder. No insurance policy required hereunder may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the City or, in the event of cancellation for non-payment of premium, ten (10) days prior written notice. Developer shall provide the City with renewal certificates of insurance or binders not less than five (5) business days prior to such expiration. Insurance shall be maintained without lapse in

coverage during the term of this Agreement. The City shall also be given certified copies of Developer's policies of insurance, upon request.

16. Entire Agreement. This Agreement, read in conjunction with the Site Access Agreement, constitutes the entire agreement between the Parties, and may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Agreement are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof. This Agreement is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Agreement.

17. Due Authorization; Binding Agreement. The Parties represent and warrant that the signatories below are duly authorized by the Party each represents to enter into this Agreement, and by their signatures do bind the Parties to the terms of this Agreement.

18. Controlling Law. This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

19. Consequential Damages. In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.

20. Venue; Waiver of Jury Trial. Any dispute between the Parties arising out of or relating to this Agreement that cannot be resolved between the Designated Representative of the Parties shall be referred to the City Attorney's Office and a duly appointed officer of Developer for the duration of the Term. If the City and Developer cannot reach an agreement resolving the dispute within a reasonable period of time not to exceed thirty (30) days after referral of the dispute to officers of the Parties, the City or Developer shall have the right to schedule mediation before a mediator certified by the Florida Supreme Court. Only after an impasse occurs in mediation may either party pursue litigation. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement. IN THE EVENT LITIGATION IS PROSECUTED BY ANY PARTY HERETO, CITY AND DEVELOPER AGREE TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW TO WAIVE TRIAL BY JURY. The sole and exclusive venue for resolution of any dispute, claim or controversy arising out of or relating to this Agreement shall be the state courts in Orange County, Florida.

21. Assignment. Developer shall not permit this Agreement or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the City at its sole and absolute discretion; provided, however, that Developer shall be permitted to assign this agreement in whole to an

affiliate of Developer, so long as Developer is in control of such affiliate and such assignment does not relieve Developer of its financial obligations under this Agreement. No such written authorization, however, shall be construed as discharging or releasing Developer from the performance of the Pre-Development Activities and the fulfillment of other obligations under this Agreement. This Agreement shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.

22. Public Records. Any document submitted to the City may be a "public record" as defined by Florida law. Any public record is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

In accordance with §119.0701, Florida Statutes, Developer, when acting on behalf of the City, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the City's custodian of public records, Developer must provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted by law. Additionally, Developer shall provide the public records at a cost that does not exceed the cost provided by law.

Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Developer does not transfer the records to the City. Upon the completion of the Agreement, Developer shall transfer, at no cost, to the City all public records in the possession of Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology system of the City.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 407-905-3100, AT EXTENSION 1022, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA, 34761. EMAIL: CCDL@OCOE.ORG.

23. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The City shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Developer with instructions on how to use said method. Delivery of this Agreement or any other

document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and agree to be bound hereby as of the Effective Date.

CITY OF OCOEE, FLORIDA, a municipal corporation

By: see attached signature page

Date: _____

FORTRESS SECURED, LLC

By: Charles H. Cord

Date: 03/25/2024

CITY OF OCOEE SIGNATURE PAGE
Maintenance, Materials, and Workmanship Warrant Bond

CITY:

CITY OF OCOEE, FLORIDA

By: 
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON
March 5, 2024
UNDER AGENDA ITEM NO. 5

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this 26th day of
March, 2024.

FISHBACK DOMINICK

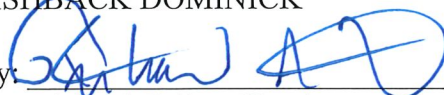
By: 
Richard Geller, City Attorney

Exhibit A

Scope of Pre-Development Activities

The following are the site-specific environmental and engineering due diligence evaluations and architectural design and engineering activities to be performed by Developer in accordance with the terms of this Agreement.

1. Environmental Site Assessment
2. Geotechnical Report
3. Survey
4. Civil Engineering
6. Design Architect
7. Schematic ASMEP
8. Design Development ASMEP

Exhibit B

Proposed Entrance Road Location

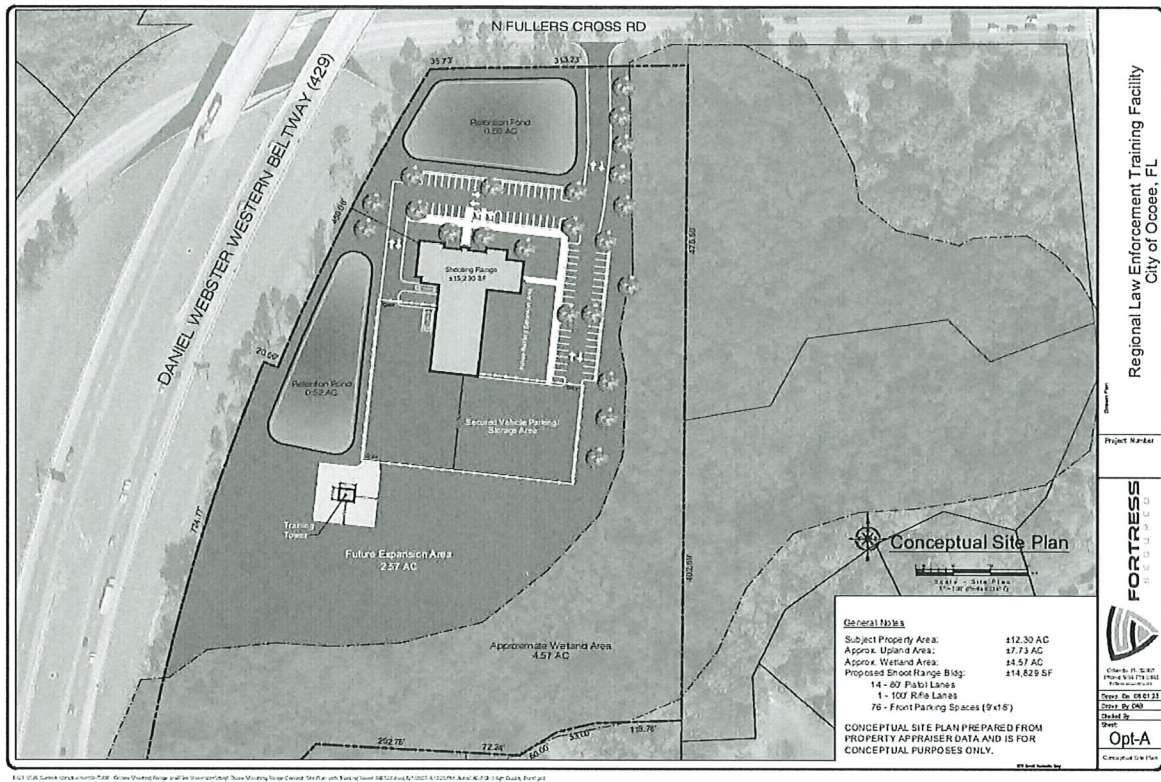


Exhibit C

Pre-Development Activity Anticipated Budget

Ocoee Police Training Facility - Soft Costs		
11/29/2023		
00 - Procurement and Contracting Requirements		
00-3146	Permits	NIC
00-8113	Performance and Payment Bond	NIC
00-9500	Architecture and Engineering, Fees	
00-9504	Civil Engineering-Schematic Design	\$ 9,373
00-9505	Civil Engineering-Const Docs & Approval	\$ 82,939
00-9506	Architecture-Schematic Design	\$ 18,745
00-9507	Architecture-Const Docs & Approval	\$ 234,319
00-9508	Landscape Architecture	\$ 33,545
00-9509	Structural Engineering	\$ 23,432
00-9510	Mechanical Engineering	\$ 84,355
00-9511	Electrical Engineering	Inc in Mech
00-9512	Fire Protection Engineering	Inc in Mech
00-9513	Plumbing Engineering	Inc in Mech
00-9514	Legal Fees	\$ -
00-9515	Building Review Fees	\$ -
00-9516	Site Review Fees	\$ -
00-9517	Endangered Species/Wetlands	\$ 6,561
02 - Existing Conditions		
02-2120	Surveys	\$ 16,871
02-2210	Traffic Assessment	NIC
02-2400	Environmental Assessment	\$ 7,498
02-3200	Geotechnical Investigation	\$ 13,122
		\$ 530,760

Exhibit 3
-Construction Contract-

[To be included on following pages]

AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the «___» day of «May» in the year «2025»

(In words, indicate day, month and year.)

BETWEEN the Owner:

City of Ocoee, Florida
1 North Bluford Avenue
Ocoee, FL 34761

and the Design-Builder:

(Name, legal status, address and other information)

Fortress Secured, LLC, a Florida Limited Liability Company
3603 Beachwood Court
Jacksonville, Florida 32224

for the following Project:

(Name, location and detailed description)

City of Ocoee Regional Law Enforcement Training Facility
1707 E. Crown Point Road
Ocoee, FL 34761
Corner of Daniel Webster Western Beltway & N Fullers Cross Road, Ocoee FL

Single-story law enforcement training facility to include classrooms and indoor gun range, approximately 15,000 SF. In addition, Offsite Infrastructure Improvements to extend utilities are reflected in an additional Design-Build Amendment and related documents (Exhibits H-J).

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
B-1	STATUTORY PAYMENT BOND
B-2	PERFORMANCE BOND
C	F F & E <u>ALLOWANCE</u>
D	SCHEDULE OF VALUES
E	ASSUMPTIONS AND CLARIFICATIONS
F	SPECIFICATIONS
G	DRAWINGS FOR REGIONAL LAW ENFORCEMENT TRAINING FACILITY IMPROVEMENTS
H	DESIGN-BUILD AMENDMENT FOR OFF-SITE INFRASTRUCTURE IMPROVEMENTS

I SCHEDULE OF VALUES FOR OFF-SITE INFRASTRUCTURE IMPROVEMENTS

J DRAWINGS FOR OFF-SITE INFRASTRUCTURE IMPROVEMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« The Owner's program consists of two projects. The first project is the design, permitting and construction of the Regional Law Enforcement Training Center that will include classrooms, conference rooms, restrooms/lockers, armory, and gun range with 15 lanes for firearms (the "Regional Law Enforcement Training Facility" or the "Facility"). The Facility shall be constructed in accordance with the 90% drawings from the Design-Builder dated September 12, 2024, developed and approved under the interim pre-development agreement dated March 25, 2024 (the "Interim Agreement"). The second project is the permitting and construction of certain offsite utility improvements necessary for operating the Regional Law Enforcement Training Facility (the "Off-Site Infrastructure Improvements"). The Facility and Off-Site Infrastructure Improvements will be collectively referred to as the "Project."

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

«The design requirements are set forth in the 90% drawings from the Design-Builder dated September 12, 2024, as developed and approved under the Interim Agreement. The Facility shall include classrooms, conference rooms, restrooms / lockers, armory, and gun range with 15 lanes for firearms.

§ 1.1.3 The Project site's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« The site is located at 1707 E. Crown Point Road, Ocoee, FL 34761, at the corner of Daniel Webster Western Beltway & N. Fullers Cross Road, Ocoee FL with access to N. Fullers Cross Road, and consists of approximately 12.30 acres with 4.57 being wetlands. Geotechnical reports, topographic surveys, traffic and utility studies are completed. The scope and price of the Regional Law Enforcement Training Facility is further set forth in the Amendment to this Agreement at Exhibit A, C - G. The scope and price of the Off-Site Infrastructure Improvements is further set forth in Exhibit H - J to this Agreement.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

«N/A »

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

«N/A »

§ 1.1.6 The cost of the Work for the Regional Law Enforcement Training Facility, including design work already completed under the Interim Agreement between the parties effective March 25, 2024, shall be a stipulated sum of Ten Million Eight Hundred Three Thousand Three Hundred Ninety-Two Dollars and no cents (\$10,803,392.00). The cost of Work for the Off-Site Infrastructure Improvements shall be the cost of Work, plus a development fee of 6% of such costs as set forth in Exhibit "I."

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

100% Construction Documents: 14 days from effective date of this Agreement.
Submission of Building Permits: 30 days from effective date of this Agreement.
Submission for civil site work permits: 90 days from effective date of this Agreement.

.2 Commencement of Construction on the Facility shall occur the date after the Owner has issued a Notice to Proceed and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

.3 Commencement of Construction on the Off-Site Infrastructure Improvements shall occur the date after the Owner has issued a Notice to Proceed and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

.4 Substantial Completion date:

14 months from the date the Owner issues a Notice to Proceed for the Facility and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

7 months from the date the Owner issues of a Notice to Proceed for the Off-Site Infrastructure Improvements and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

.5 Other milestone dates:

« Final Certificate of Occupancy – 60 days after Substantial Completion »

§ 1.1.8 The Design-Builder is engaging the following

1. Architect

JL2 Architecture, LLC
1678 Kingston Road
Longwood, FL 32750

2. Consultants

Public Safety Architect:

MWL

87052 N Central Avenue

Phoenix, AZ 85020

Civil Engineer:

CPH Architect, Inc.

500 W. Fulton Street

Sanford, FL 32771

Landscape Architect:

CPH Architect, Inc.

500 W. Fulton Street

Sanford, FL 32771

Structural Engineer:

BBM Structural Engineers, Inc.

2300 Maitland Center Parkway

Suite #201

Maitland, FL 32751

MEPF Engineer:

SGM Engineering, Inc.

935 Lake Baldwin Lane

Orlando, FL 32814

3. Contractors

Summit Construction Management Group, LLC

3603 Beachwood Court

Jacksonville, FL 32224

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

«N/A »

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

(List name, address and other information.)

Steve Krug
City of Ocoee Public Works Director
407-905-3170

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals, including applications for payment, are as follows:
(List name, address and other information.)

Andy Brooks or such other person as may be designated by ZHA Incorporated

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

«N/A »

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Matt Everett
3603 Beachwood Ct.
Jacksonville, FL 32224
Matt@FortressSecured.com
904-719-0843 mobile

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[☐] Arbitration pursuant to Section 14.4

[☒] Litigation in the Ninth Judicial Circuit for Orange County, Florida.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DESIGN-BUILD AGREEMENT.

[☐] Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); the Interim Agreement, other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. This Agreement is incorporated by reference into the Comprehensive Agreement executed by Owner and Design-Builder contemporaneously with this Agreement.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements,

either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. “Submittal” shall have the meaning set forth in Section 3.1.11.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information, exempt from public disclosure under Chapter 119, Florida Statutes and identified in § 15.6, *infra*, or that which is clearly marked as “CONFIDENTIAL.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 The amount of the Interim Agreement Between the City of Ocoee and Fortress Secured, LLC for the Delivery of a Regional Law Enforcement Training Facility, effective March 25, 2024 (the “Interim Agreement”), for design/pre-development services, was \$530,760. Article A.1 of the Design-Build Amendment shall set forth the Contract Sum of the Project after the Amendment’s execution. The parties shall execute the Design-Build Amendment contemporaneously with this Design-Build Agreement, and shall attach the Amendment hereto as Exhibit A.

§ 2.1.2 Intentionally Omitted.

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

1. Fees paid for securing approval of authorities having jurisdiction over the Project, which shall include permitting costs as per §2.1.1 above;
2. Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of zero percent (0%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder’s invoice. Amounts unpaid thirty (30) days after the invoice is presented to the City shall bear interest at 1% (one percent) per month on the unpaid balance, in accordance with Florida Statutes § 218.73.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder’s behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, or ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis prior to construction start, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Responses to requests for information to be provided by the Owner;

On a weekly basis after construction starts, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Responses to requests for information to be provided by the Owner;

On a monthly basis after construction starts, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;.
- .3 Responses to requests for information to be provided by the Owner;
- .4 Submittal schedule and status report, including a summary of outstanding Submittals;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals A "Submittal" is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification. Submittals shall not be required to include pricing or cost information unless such Submittal in connection with the Off-Site Infrastructure Improvements (as hereinafter defined). Owner shall review and provide written comments or approvals on all Submittals within seven (7) days after receipt from the Design-Builder. Owner may only object to a Submittal based on a deviation from the Design-Build Documents. If Owner fails to respond within such seven-day period, the Submittal shall be deemed approved, and Design-Builder may proceed in reliance thereon without liability for such lack of response.

§ 3.1.11.1 Intentionally Omitted.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related to the Submittal request, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal, as set forth in this Section 3.1.11.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the license design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. Design-Builder's Architect should review and approval Submittals. Owner should be able to review and reject a Submittal that does not meet the original intent of the Contract Documents.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the

Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1** assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance, including Builder's Risk coverage as set forth in Exhibit "B," and provide performance and payment bonds on a Public Construction Bond form in compliance with section 255.05 Florida Statutes, in a form acceptable to the City and attached in Exhibit #B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner

and Design-Builder execute a Modification. The parties acknowledge and agree that all tasks set forth below in this Article have been completed, notwithstanding use of the future tense. The Design-Build Amendment, which shall set forth the cost of the Project, is fully executed and attached here as Exhibit A.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. Design-Builder has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.2 INTENTIONALLY OMITTED.

§ 4.3 INTENTIONALLY OMITTED.

§ 4.4 INTENTIONALLY OMITTED.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction of the Regional Law Enforcement Training Facility and the Off-Site Infrastructure Improvements shall not commence prior to the date after the Owner has issued a Notice to Proceed and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. However, this does not include any fees or service provider accounts for operation of the facility, such as security monitoring, internet service, phone service, permanent power, water, garbage service, etc.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design Builder shall maintain at the site for the Owner one copy of the Construction Documents (excluding the Interim Agreement and Comprehensive Agreement), in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning-Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Intentionally Omitted.

§ 5.14 Intentionally Omitted.

§ 5.15 Intentionally Omitted.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase,

an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken with reasonable promptness while allowing sufficient time, which shall not to exceed seven (7) business days. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act of Force Majeure (as defined in the Comprehensive Agreement) or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order and the contract sum increased for such reasonable time and reasonable sum as required by the delay.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum for the Regional Law Enforcement Training Facility is stated in the Design-Build Amendment. The Contract Sum for the Off-Site Infrastructure Improvements is stated in Exhibit H to this Agreement.

§ 9.2 Schedule of Values

The Contract Sum for the Regional Law Enforcement Training Facility is based on a stipulated sum. The Design-Builder shall receive payment in accordance with the schedule of values attached hereto as Exhibit D (the "Schedule of Values"), which allocates the entire Contract Sum for the Regional Law Enforcement Training Facility to the various portions of the Work. The Schedule of Values and the payment of the Contract Sum for the Regional Law Enforcement Training Facility shall be based upon the percentage of work completed as of the date indicated in the Application for Payment. The Schedule of Values shall be used as a basis for the Owner's review of the Design-Builder's Applications for Payment.

The Contract Sum for the Off-Site Infrastructure Improvements is based upon the Cost of Work with a 6% development fee on all such costs. Each Application for Payment for the Off-Site Infrastructure Improvements shall be based upon the Cost of Work completed during the time period covered in the Application for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 **Progress Payments.** In accordance with section 218.735 Florida Statutes, Owner shall make progress payments consistent with the Contract Price on the basis of Design-Builder's properly submitted and approved Applications for Payment, as recommended by the City's consultant, ZHA, no later than the twenty-fifth (25th) business day after the date on which the City receives the properly submitted Application for Payment. All progress payments shall be on the basis of the progress of the work measured by the Schedule of Values, attached as Exhibit D.

§ 9.3.1.1 Contractor shall submit monthly Applications for Payment on a PayApp generated by Procore.

§ 9.3.1.2 Progress payments shall equal ninety-five percent (95%) of the value of work completed to date, and may include materials and equipment not incorporated into the work but delivered and suitably stored and accompanied by documentation satisfactory to Owner in accordance with § 9.3.2 below, with the remaining five percent 5% of the work being retainage.

§ 9.3.1.3 Retainage shall be five (5) percent of work to date based on the progress payment, including all change orders, provided there shall be no retainage on code 00 00 00 Procurement and Contracting, code 01 00 000 General Requirements, code 02 00 00 Existing Conditions, and the Design-Builder's Fee, as well as the cost of insurance or payment and performance bonds.

§ 9.3.1.4 At least five (5) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work.

§ 9.3.1.5 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.6 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Delivered and Stored Materials and Equipment. Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 Warranties. The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of

portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, and in accordance with Florida Statutes Section §218.735, within 45 days if over \$10 million construction cost, the Owner and Contractor shall work together to develop the single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the Owner. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.1.1. Final Payment. Within 20 business days after the list is created at Substantial Completion, upon receipt of a proper invoice or Application for Payment, the Owner shall pay the contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to one hundred five percent (105%) of the estimated cost to complete the items on the list, less any liquidated damages. Upon completion of all items on the list, the Design-Builder may submit a payment request for the amount withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to one hundred five percent (105%) of the total costs to complete such items. If the Owner has provided written notice to the Design-Builder specifying the failure of the contractor to meet contract

requirements in the development of the list of items to be completed, the Owner must pay the contractor the remaining balance of the contract, less an amount equal to one hundred five percent (105%) of the estimated cost to complete the uncompleted items.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for

Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated

by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement or a Florida Supreme Court-certified mediator acceptable to both parties who has experience mediating construction disputes. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Intentionally Omitted..

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, the State of Florida, except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

15.1.1 Public Records

(a)

IF THE CONTRACTOR/DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Manager
Office of the City Clerk
1 North Bluford Avenue
Ocoee, FL 34761
(407) 905-3105
ccd1@occoee.org**

(b) Design-Builder shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the Owner (hereinafter the "public agency") to perform the service.
2. Upon request from the public agency's custodian of public records, provide the Owner 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

§ 15.1.2 No Waiver of Sovereign Immunity

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

§ 15.1.3 E-Verify

Design-Builder certifies that it does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with section 448.095, Florida Statutes. In accordance with Section 448.095, Florida Statutes, and Section (5) thereto, Design-Builder shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees it hires on or after the effective date of this Agreement and thereafter during the remaining term of this Agreement, including subcontractors. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein. Design Builder covenants and agrees that, if the City has a good faith belief that Design Builder has knowingly violated, or if Design Builder is found to have violated this Section, section 448.095, Florida Statutes, or any presidential Executive order and subsequent Federal Acquisition Regulation (FAR) requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Contract by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City; (iii) the City may terminate this Contract immediately and without penalty and such termination shall not be or be considered a breach of this Contract; and (iv) Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Contractor acknowledges and understands that, if the City terminates this Contract in accordance with this Section, the Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Contract was terminated.

§ 15.1.4 Independent Contractor

Although this project is being developed through a public-private partnership, Design-Builder understands and acknowledges that it is an independent contractor of, and not an employee of the City. As a result, the City will not withhold income taxes or pay any employee taxes on its behalf; nor will Design-Builder receive any benefits of an employee. Design-Builder shall not have any authority to assume or create any obligations, express or implied, on behalf of the City and shall have no authority to represent the City as agent, employee, or in any other capacity except as authorized by the City in writing.

§ 15.1.5 Use, Possession or Sale of Alcohol or Drugs. Design-Builder, its officers, directors, employees and agents shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 or any successor thereto, concerning the use, possession or sale of alcohol or drugs.

§ 15.1.6 Nondiscrimination and Americans with Disabilities Act. Design-Builder shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Design-Builder agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Design-Builder agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and shall take affirmative steps to ensure that

applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

§ 15.1.7 No Conflict of Interest. Design-Builder certifies that no City of Ocoee employee, Mayor, Commissioner, other City Official, or City Consultant owns assets or capital stock, directly or indirectly, in Design-Builder, nor would benefit directly or indirectly by the profits or emoluments of this Agreement. Design-Builder further certifies that no member of its ownership or management is an employee, an elected officer of the City, or is presently applying for an employee position or seeking an elected position with the City.

§ 15.1.7 Not an Entity of a Foreign Country of Concern. Design-Builder certifies that, in accordance with section 287.138, Florida Statutes, neither 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, nor the Syrian Arab Republic (hereinafter, collectively or individually, a "Foreign Country of Concern") own or has a controlling interest in Design-Builder. Design-Builder is not organized under the law of, or has its principal place of business in a Foreign Country of Concern. Design-Builder agrees to notify the City if a Foreign Country of Concern acquires a controlling interest in Design-Builder, or Design-Builder becomes organized under, or relocates to a Foreign Country of Concern, at which point, no contracts may be executed, renewed, or extended between the parties.

15.1.8. Human Trafficking Prohibited. Design-Builder 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. Contractor, therefore, 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.

15.1.9. Scrutinized Company Certification. Design-Builder certifies that the company is not participating in a boycott of Israel. Design-Builder certifies that it 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, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473, Florida Statutes. City shall have the right to terminate any contract resulting from this solicitation for default if Design-Builder 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.

15.1.10. Public Entity Crimes. Design-Builder certifies that neither it, nor any 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. "Public Entity Crime," as defined in Section 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.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 INTENTIONALLY OMITTED

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

15.6.1 Generally. If the Owner or Design-Builder transmits Confidential Information exempt from disclosure under Chapter 119, section 119.07(1), Florida Statutes, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1. Confidential Information shall not be posted on any website or on any electronic or other platform susceptible to disclosure to third parties. Unless otherwise identified below in this section, the Confidential Information must be identified and marked to the other party as “CONFIDENTIAL.” Because of the sensitive, security-related nature of the Confidential Information identified herein, this section shall be deemed to apply retroactively to the beginning of the parties’ contractual relationship.

15.6.2. Disclosure Permitted. Information made confidential and exempt by this section may be disclosed:

- a. To authorized representatives of the City of Ocoee;
- b. In furtherance of the official duties and responsibilities of the City of Ocoee or agency holding the information;
- c. To another local, state, or federal agency in furtherance of that agency’s official duties and responsibilities; or
- d. Upon a showing of good cause before a court of competent jurisdiction.

15.6.3 Records to Treat as Confidential. Notwithstanding the foregoing, even if not marked “CONFIDENTIAL,” the Owner, the Design-Builder, and the Design-Builder’s subcontractors who shall receive access to Confidential Information, shall treat the documents identified below, whether on paper or in digital form, as Confidential Information due to their exemption from disclosure under Chapter 119, section 119.07. Design-Builder’s contracts with subcontractors shall incorporate this Section pertaining to Confidential Information.

15.6.3.1 Design Information

Design-Builder has created and will create building plans, blueprints, specifications, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of the Regional Law Enforcement Training Facility (“Design Information”), in order for it to be constructed. Such Design Information is exempt from public records disclosure requirements, pursuant to section 119.07(1), Florida Statutes, and s. 24(a), Art. I of the Florida State Constitution. This exemption provides that Design Information made exempt by law may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to a public building; and that the entities or persons receiving such Design Information shall maintain the status of the documents as exempt from disclosure.

Design-Builder agrees that it shall prevent and protect the Design Information, or any part thereof, from disclosure as a public record and shall not disclose the Design Information to any person or entity other than one having a need for disclosure in connection with Recipient's authorized use of the Design Information.

Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Design Information, and to require all entities or persons receiving the Design Information to maintain its exempt status, refrain from posting the Design Information on websites, refrain from using Design Information in its solicitation materials, and to prevent the Design Information from being disclosed as a public record or coming into the possession of a person or entity that is not authorized

Recipient shall submit to the City, not later than thirty (30) days after Final Completion of the Project, a list that includes the name and address of all entities or persons who received disclosure of the Design Information.

15.6.3.2 Security or Fire Safety Plan. Design-Builder agrees that it shall prevent and protect from disclosure to any person or entity other than one having a need for disclosure in connection with the Recipient's authorized use any Security or Fire Plan, which is confidential and exempt from disclosure under section 119.07(1), Florida Statutes, and s. 24(a), Art. I of the State Constitution. The term "Security or Fire Safety Plan," includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security or fire safety personnel, emergency equipment, or security or fire safety training.

15.6.3.3 Nationwide Public Safety Broadband Network. Design-Builder agrees that it shall prevent and protect from disclosure to any person or entity other than one having a need for disclosure in connection with the Recipient's authorized use any Information about the Nationwide Public Safety Broadband Network, established pursuant to 47 U.S.C. ss. 1401 *et seq.* Such information held by an agency is confidential and exempt from section 119.07(1) and s. 24(a), Art. I of the State Constitution if release of such information would reveal:

- a. The design, development, construction, deployment, and operation of network facilities;
- b. Network coverage, including geographical maps indicating actual or proposed locations of network infrastructure or facilities;
- c. The features, functions, and capabilities of network infrastructure and facilities;
- d. The features, functions, and capabilities of network services provided to first responders, as defined in section 112.1815, Florida Statutes, and other network users;
- e. The design, features, functions, and capabilities of network devices provided to first responders and other network users; or
- f. Security, including cybersecurity, of the design, construction, and operation of the network and associated services and products.

15.6.3.4 Public Safety Radio Communication System Infrastructure. Design-Builder agrees that it shall prevent and protect from disclosure to any person or entity other than one having a need for disclosure in connection with the Recipient's authorized use any building plans, blueprints, schematic drawings, and diagrams, geographic maps, including draft, preliminary, and final formats, which depict the structural elements of 911, E911, or public safety radio

communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911, or public safety radio communication services, or other 911, E911, or Public Safety Radio Communication structures or facilities owned and operated by an agency are exempt from section 119.07(1), Florida Statutes, and s. 24(a), Art. I of the State Constitution. For purposes of this paragraph, the term "Public Safety Radio" is defined as the means of communication between and among 911 public safety answering points, dispatchers, and first responder agencies using those portions of the radio frequency spectrum designated by the Federal Communications Commission under 47 C.F.R. part 90 for public safety purposes.

§ 15.6.4 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Controlling Law. This Agreement is governed by and will be interpreted and enforced under the laws of the State of Florida. The parties agree that this Agreement was jointly negotiated and drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

§ 15.9 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below, including the Exhibits hereto:

1. AIA Document A141™–2014, Standard Form of Agreement between Owner and Design-Builder, as modified herein;
2. Exhibit A, AIA Document A141™–2014, Design-Build Amendment, AIA Document A141, as executed by the parties, setting for, among other things, the Contract Sum, Contract Time, and Cost of the Work;
3. Exhibit B, Insurance

Exhibit B-1 Statutory Payment Bond

Exhibit B-2 (Performance Bond)
4. Exhibit C, F F & E Allowance

5. Exhibit D, Schedule of Values
6. Exhibit E, Assumptions and Clarifications
7. Exhibit F, Specifications
8. Exhibit G, Drawings for Regional Law Enforcement Training Facility Improvements
9. Exhibit H, Design-Build Amendment for Offsite Infrastructure Improvements
10. Exhibit I, Schedule of Values for Offsite Infrastructure Improvements
11. Exhibit J, Drawings for Offsite Infrastructure Improvements

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This Agreement entered into as of the day and year first written above.

THE CITY OF OCOEE, FLORIDA

FORTRESS-SECURED

OWNER (Signature)

Hon. Rusty Johnson, Mayor

Shannon C Everett

DESIGN-BUILDER (Signature)

Shannon C Everett, Principal

(Printed name and title)

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 _____, 2025.

FISHBACK DOMINICK

APPROVED BY THE OCOEE CITY COMMISSION
AT A MEETING HELD ON _____ UNDER
AGENDA ITEM No. ____.

BY: _____
Richard S. Geller, Esq., City Attorney

Exhibit A
AIA[®] Document A141[®] – 2014

Design-Build Amendment
– Regional Law Enforcement Training Facility

This Amendment is incorporated into the accompanying AIA Document A141TM–2014, Standard Form of Agreement between Owner and Design-Builder dated the « » day of «May» in the year 2025 (the “Agreement”) (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

City of Ocoee Regional Law Enforcement Training Facility
1707 E. Crown Point Road
Ocoee, FL 34761»
Corner of Daniel Webster Western Beltway & N Fullers Cross Road, Ocoee FL
1
Single-story training facility to include classrooms and indoor gun range, approximately 15,000 SF »
« »

THE OWNER:

(Name, legal status and address)

City of Ocoee»
1 North Bluford Avenue»
Ocoee, FL 34761 »

THE DESIGN-BUILDER:

(Name, legal status and address)

Fortress Secured, LLC »«a Florida Limited Liability Company »
3603 Beachwood Court »
Jacksonville, Florida 32224»

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☒ [«X»] Stipulated Sum, in accordance with Section A.1.2 below

☐ [« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

☐ [« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Ten Million Eight Hundred Three Thousand Three Hundred Ninety-two Dollars and No Cents (\$ 10,803,392.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ A.1.3 Intentionally Omitted.

§ A.1.4 Intentionally Omitted.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the **25th** day of the month, payment by the Owner shall comply with the applicable portions of Florida Statute 218.735.

§ A.1.5.1.4 With each Application for Payment, the Design-Builder shall submit Waivers of Lien for Design-Builder and each potential bond claimant that was included in the previous month's pay application.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum, the Design-Builder shall submit the most recent Schedule of Values in accordance with the Design-Build Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

§ A.1.5.1.7 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Intentionally Omitted.

§ A.1.5.3 Intentionally Omitted.

§ A.1.5.4 Intentionally Omitted.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 Intentionally Omitted.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than 14 months from the date the Owner has issued a Notice to Proceed and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits.

« »

Portion of Work

N/A

Substantial Completion Date

N/A

,subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

« Liquidated Damages. The Design-Builder acknowledges and agrees that time is particularly of the essence regarding its timely completion of the Work because the achievement of Substantial Completion of the entire Work by the date provided herein is of paramount importance to enable the Owner to occupy and use the Project as planned and scheduled. As such, the Design-Builder acknowledges and agrees that the Owner will incur significant damages if completion of the Work is not achieved within the by Substantial Completion. The Owner and Design-Builder acknowledge and agree that if Substantial Completion of the Work is not timely achieved, the Owner's actual delay damages will be difficult, impractical or impossible to determine. Accordingly, the Owner and Design-Builder agree that if Substantial Completion of the Work is not achieved by the date of Substantial Completion, the Design-Builder shall pay to the Owner as liquidated damages the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day until Substantial Completion is achieved. The Owner and Design-Builder agree that the payment of liquidated damages pursuant to this paragraph shall be in lieu of actual delay damages caused by the delay in achieving Substantial Completion, that such payment is not intended as a penalty or forfeiture, and that the amounts of such liquidated damages to be so paid are reasonable in comparison to the approximate scope of actual delay damages that the parties anticipate as of the time of execution of this Amendment

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

N/A

Title

N/A

Date

N/A

Pages

N/A

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

As shown on Attachment F Specification, attached hereto.

Section

N/A

Title

N/A

Date

N/A

Pages

N/A

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

As shown on Attachment G Drawings For Regional Law Enforcement Training Facility, attached hereto.

Number

N/A

Title

N/A

Date

N/A

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

As shown on Attachment C, F F & E Allowance, attached hereto.

.2 Contingencies

« »

§ A.3.1.6 Design-Builder's assumptions and clarifications:

As shown on Exhibit E, Assumptions and Clarifications, attached hereto.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

«As a result of improvements and refinements in design components as well as changes in product availability, material cost, market conditions, and the Owner's Program, refinements have been made to the original Design Criteria Package through performance of the Interim Agreement. These improvements, refinements, and changes are incorporated in the F F & E Allowance, Assumptions and Clarifications, Specifications, and Drawings (Exhibits C, E, F, and G attached hereto). »

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Design-Builder's Superintendent will be identified before the start of Construction. The person will be subject to approval by the Owner, provided such approval shall not be unreasonably withheld, conditioned or denied.

.2 Project Manager

Design-Builder's Project Manager will be identified before the start of Construction. The person will be subject to approval by the Owner, provided such approval shall not be unreasonably withheld, conditioned or denied.

.3 Others

Matt Everett
3603 Beachwood Ct
Jacksonville, FL 32224
Matt@FortressSecured.com
(904) 719-0843 mobile

The Owner's rights with respect to the approval or removal of personnel, contractors, and suppliers engaged in the Project shall be as set forth in Section 5.7 of the Contract.

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

Architect:
JL2 Architecture, LLC
1678 Kingston Road
Longwood, FL 32750

Public Safety Architect:
MWL
87052 N Central Avenue
Phoenix, AZ 85020

Civil Engineer:
CPH Architect, Inc.
500 W. Fulton Street
Sanford, FL 32771

Landscape Architect:
CPH Architect, Inc.
500 W. Fulton Street
Sanford, FL 32771

Structural Engineer:
BBM Structural Engineers, Inc.
2300 Maitland Center Parkway
Suite #201
Maitland, FL 32751

MEPF Engineer:
SGM Engineering, Inc.
935 Lake Baldwin Lane
Orlando, FL 32814

« »

This Design-Build Amendment entered into as of the day and year first written above.

THE CITY OF OCOEE, FLORIDA

FORTRESS-SECURED

OWNER (Signature)

Hon. Rusty Johnson, Mayor« »« »
(Printed name and title)

Shannon C. Everett

DESIGN-BUILDER (Signature)

« »« »Shannon C. Everett, Principal
(Printed name and title)

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 _____, 2025.

FISHBACK DOMINICK

APPROVED BY THE OCOEE CITY COMMISSION
AT A MEETING HELD ON _____ UNDER
AGENDA ITEM No. _____.

BY: _____
Richard S. Geller, Esq., City Attorney

EXHIBIT B

INSURANCE AND BONDS

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder, an affiliated entity under common ownership of Design-Builder or a contractor or design professional performing Work shall purchase and maintain insurance, including Builder's Risk coverage as set forth in this Exhibit, and provide performance and payment bonds on a Public Construction Bond form in compliance with Section 255.05 Florida Statutes, in a form acceptable to the City and attached hereto.

INSURANCE:

The Design-Builder shall be required to provide evidence of Builder's Risk, General (Public & Property) Liability, Automobile, and Professional (Design Errors and Omissions \$2 million in the aggregate and \$1 million per occurrence) Liability Insurance 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 Design-Builder intends to procure this coverage through an affiliate under common ownership with Design-Builder or a contractor performing Work.

The Design-Builder 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 Design-Builder allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor 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 by section 440.57, 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 of the Design-Builder. Notwithstanding anything to the contrary, the payment of such deductible shall be solely bore by the Design-Builder and/or subcontractor providing such Builder's Risk insurance. Nothing in this section shall excuse the City from paying the deductible on any City procured insurance as it's the intent of the parties the City bears the cost of its own deductibles.
2. **Workers' Compensation Insurance:** Design-Builder 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 Design-Builder's employees connected with the work of this project and, in the event any work is subcontracted, the Design-Builder shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection provided by the Design-Builder. 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 Design-Builder shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the Design-Builder's employees not otherwise protected. Each insurance policy can include a Waiver of Subrogation in favor of the City of Ocoee.

3. **Design-Builder's Motor Vehicle, General Liability, and Property Damage Insurance:** The amounts of such insurance shall be the minimum limits as follows:

a. **Builder's Risk:** This policy must be issued on an Evidence of Property form for hard construction costs. Flood and earthquake coverage shall not be required for any such Builder's Risk policy.

b. **Automobile and Motor Vehicle Bodily Injury Liability & Property Damage Liability.** Design-Builder shall obtain during the life of this Agreement commercial motor vehicle coverage. This policy shall name the City of Ocoee as an additional insured, and shall protect Design-Builder 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 Design-Builder or by anyone directly or indirectly employed by Design-Builder. Limits shall be as follows:

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered motor vehicles will be covered via symbol 1 (denoting the broadest coverage for any auto or other motor vehicle)
- Liability coverage will include hired & non-owned motor vehicle liability
- Include Waiver of Subrogation in favor of the City of Ocoee

c. **Comprehensive General Liability (Occurrence form or type of policy)** - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of Design-Builder 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

4. **Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance:** Design-Builder shall require each subcontractor to procure and maintain during the life of this subcontract, worker's compensation insurance at the levels outlined above, comprehensive general liability insurance with the limits above in 6(c) and automobile/property insurance required in 6(b) specified above or insure the activities of these subcontractors in the Design-Builder's policy, as specified above.

5. **Commercial General Liability Umbrella:**

- Minimum \$5,000,000

6. **Certificates of Insurance:** Certificate of Insurance Form, naming the City of Ocoee as an additional insured will be furnished by Design-Builder to the City. These shall be completed by the

authorized Resident Agent and returned to the City's Purchasing Department. This certificate shall be dated and show:

- The name of the Insured Design-Builder, 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 (30) days written notice of cancellation for non-payment of premium.

BONDS:

1. The Design-Builder shall furnish the City with a State of Florida 100% Performance and a 100% Statutory Payment Bond written by a Surety Company acceptable to the City in a form substantially similar to that attached hereto as Exhibits B1 and B2. Surety companies executing bonds shall be duly insured by an insurer or corporate surety and signed by a licensed agent who holds a current Power of Attorney from the surety company issuing the bond. The City Performance and Statutory Payment Bond forms will be considered part of the contract.
2. Design-Builder shall bear the cost of the Statutory Payment and Performance Bonds. The Bonds shall be accompanied by duly authenticated or certified documents, in duplicate, evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on the date of the Bonds. The date of the certification cannot be earlier than this Agreement.
3. Section 255.05, Florida Statutes, shall apply to this contract. Once Design-Builder receives the fully executed contract and dated Bonds from the surety, Design-Builder shall record the Performance and Statutory Payment Bonds with the public records of Orange County. Design-Builder shall provide the City with a certified copy of the recorded Bonds before the City can issue the Notice to Proceed or make any payment for this project.

EXHIBIT B-1

STATUTORY PAYMENT BOND

Design-Builder shall provide the City with a Statutory Payment Bond in the amount of the contract in substantially the following form. With respect to the Project, the Design-Builder or the general contractor shall provide a Statutory Payment Bond.

Statutory Payment Bond Pursuant to Florida Statutes § 255.05, et seq.

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(hereinafter called the "Principal"), as Principal, and _____, a
corporation organized and existing under the laws of the State of _____, hereinafter
called the "Surety"), as Surety, are held and firmly bound unto the City of Ocoee, Florida,
(hereinafter called the "Obligee"), by bond number _____ in the sum of
_____ Dollars and ____ Cents
(\$_____), for the payment of which sum well and truly to be made, the said Principal
and Surety bind themselves, and their respective heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with the Obligee dated _____
_____, 20__ to perform, as Contractor, in accordance with the Contract and
Contract Documents, which Contract and Contract Documents are hereby incorporated herein by
reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida
Statutes, that provide or furnish the Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and the Surety agree that this Bond shall inure to the benefit of all claimants,
as defined in Section 255.05 (1), Florida Statutes, that provide or furnish the Principal with labor,
materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in said Contract, and that any such claimant may maintain an independent action upon
this Bond in its own name.

The provisions of Florida Statutes, Section 255.05, et seq. are hereby incorporated herein
by reference and made a part of this payment bond including, but not limited to, the notice and
time limitation provisions in subsection (2). Any action instituted by a claimant under this bond
for payment must be in accordance with the notice and time limitation provisions in Section 255.05
(2), Florida Statutes.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

By _____
(Name & Title)

(Signature)

Witness or Secretary's Attestation

_____(Seal)
(Surety)

By _____
(Name & Title*)

(Signature)

Witness or Secretary's Attestation

*Attach Power-Of-Attorney

END OF SECTION

EXHIBIT B-2

PERFORMANCE BOND

Design-Builder shall provide the City with a Statutory Performance Bond in the amount of the contract in substantially the following form. With respect to the Project, the Design-Builder or the general contractor shall provide a Statutory Performance Bond.

KNOW ALL MEN BY THESE PRESENTS that _____, (hereinafter referred to as "Principal"), and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of _____, (hereinafter referred to as "Surety"), and held and firmly bound unto the City of Ocoee, Florida, as Obligee, (hereinafter referred to as "Obligee"), in the Penal Sum of _____, for the payment of which sum well and truly made, Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

[Use either – but only one of these two paragraphs]

[WHEREAS, Principal, has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of a Regional Law Enforcement Training Facility (hereinafter referred to as the "Facility") in accordance with the plans and specifications prepared by the Design-Builder as shown on Exhibits F and G of the referenced "Contract".]

[OR]

[WHEREAS, Principal, has by written agreement dated _____, entered into a contract, (hereinafter referred to as the "Contract") with Obligee for the construction of Off-Site Infrastructure Improvements (hereinafter referred to as the "Off-Site Infrastructure Improvements") in accordance with the plans and specifications prepared for the City of Ocoee by Hazen and Sawyer as shown on Exhibit J of the referenced "Contract".]

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT IF Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Contract including, but not limited to, the making of payments to persons or entities providing labor, materials or services to Principal under the Contract, as well as, fulfilling all warranty obligations required after the Certificate of Completion is issued, within the time provided therein, and any extensions thereof that may be granted by the Obligee, and also during the life of any warranty or guaranty required under said Contract, and shall also well and truly perform all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized and modifications of said Contract that may hereafter be made, and shall pay,

compensate, indemnify and save harmless the said Obligee of and from any and all loss, damage and expense, or from any breach or default by Principal under the Contract, including, but not limited to, liquidated damages, damages caused by delays in performance of the Principal, expenses, cost and attorneys' fees, including appellate proceedings, that Obligee sustains resulting directly or indirectly from failure of the Principal to perform the Work identified by the Contract, then this obligations shall be null and void; otherwise, it shall remain in full force and effect and Surety shall be liable to Obligee under this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Obligee's pursuit of its remedies against Principal; provided, the Cure Period (as defined in the Comprehensive Agreement) shall have expired. The Surety's obligations shall remain in full force and effect notwithstanding (I) amendments or modifications to the contract or contract entered into by Obligee and Principal without the Surety's knowledge or consent; (ii) waivers of compliance with or any default under the Contract granted by Obligee to Principal or by Principal to Obligee without the Surety's knowledge or consent; (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings; or (iv) any other action taken by Obligee or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall be limited by the Penal Sum of this Bond.

Any changes in or under the Contract or the Contract and compliance or noncompliance with any formalities connected with the Contract or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or modifications to the Contract.

The said Principal and the said surety agree that this bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the said subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this bond in their own names.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal

By: _____ (SEAL)

_____ (Official Title)

_____ Surety

By: _____ (SEAL)

_____ (Official Title)

NOTES: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

EXHIBIT C
F F & E ALLOWANCE
(attached)

EXHIBIT C
F F & E ALLOWANCE

Room	Item	Quantity	ALLOWANCE COST ESTIMATE	
			Each	Extended
Lobby (Rm 100)				
Public RR (Rooms 101, 102A)				
Comm. Classroom (Room 125)				
	Chairs (F1024)	41	\$386.31	\$15,838.70
	TV/Smart Boards (F1026)	1	\$4,400.00	\$4,400.00
	Wall Mounted White Board (F1040)	1	\$913.32	\$913.32
	Lectern (F1023)	1	\$951.58	\$951.58
Canteen (Room 127)				
	Refrigerator (E2030)	1	\$3,200.00	\$3,200.00
	Tables (F1025)	3	\$410.99	\$1,232.98
	Chairs (F1022)	6	\$157.98	\$947.88
	Microwave (E2035)	1	\$800.00	\$800.00
	Under Counter Ice Maker (E2031)	1	\$900.00	\$900.00
	Coffee Maker	1	\$500.00	\$500.00
Conference RM (Room 130)				
	Tables (F1020)	4	\$480.11	\$1,920.44
	Chairs (F1024)	8	\$386.31	\$3,090.48
	TV/Smart Boards (F1026)	1	\$4,400.00	\$4,400.00
DT Storage (Room 129)				
	Shelving/Racks (None shown)	1	\$700.00	\$700.00
Classrooms (Room 131A/B)				
	Tables (F1020)	6	\$480.11	\$2,880.66
	Chairs (F1024)	35	\$386.31	\$13,520.84
	TV/Smart Boards (F1026)	2	\$4,400.00	\$8,800.00
	Moveable White Boards (F1030)	4	\$245.61	\$982.44
IT (Room 126)				
Electrical (Room 128)				
Armory/Repair (124)				
	Weapon Locker (F1050)	1		
	Chairs (F1024)	2	\$386.31	\$772.62
	Gun Vise (F1035)	2		
Weapons Cleaning (123)				
	Air Compressor	1	\$2,500.00	\$2,500.00
	Stools/Chairs	10	\$200.00	\$2,000.00
Ready Room (Room118)				

EXHIBIT C
F F & E ALLOWANCE

Room	Item	Quantity	ALLOWANCE COST ESTIMATE	
			Each	Extended
Range Supplies (Room 117)				
Ammo (Room 116)				
Office (Room 115)				
	Workstation (F2001)	2	\$1,087.34	\$2,174.69
	Chairs (F1024)	2	\$386.31	\$772.62
	5-Shelf Book Case (F1031)	2	\$828.16	\$1,656.32
Office (Room 114)				
	Chairs (F1024)	1	\$386.31	\$386.31
	Workstation (F2001)	1	\$1,407.01	\$1,407.01
Locker/Showers (Rooms 106 & 110)				
	Wood Locker Bench (A5160)	2	\$320.90	\$641.79
	24" x 24" Metal Lockers (A2000)	26	\$7,155.99	\$7,155.99
Vestibule (105A)				
Copy (Room 105B)				
	Printer	1		
Janitorial (Room 104)				
	Wire Shelving (A2011)	1	\$700.00	\$700.00
	Cleaning Supplies			
	Mop Cart			
Classroom (Room 103)				
	Tables (F1020)	12	\$480.11	\$5,761.32
	Chairs (F1024)	24	\$386.31	\$9,271.43
	TV/Smart Boards (F1026)	1	\$4,400.00	\$4,400.00
	Wall Mounted White Board (F1040)	1	\$913.32	\$913.32
	Lectern (F1023)	1	\$951.58	\$951.58
Gun Range (Rooms 119,121)				
Corridors (Rooms 1C01, 1C02, 1C03 , 1C04)				
Exterior				
	Generator w/belly tank	1	\$150,000.00	\$150,000.00
	Wall Sign on face of building	1	\$10,000.00	\$10,000.00
	Monument Sign (non-lighted)	1	\$10,000.00	\$10,000.00

Subtotal Allowance: \$277,444.32
Allowance Contingency: \$28,555.68
Total F F & E Allowance: \$306,000.00

EXHIBIT D
SCHEDULE OF VALUES

Div. Item	Line Item	Estimate
00 00 00	Procurement & Contracting	\$705,358
01 00 00	General Requirements	\$801,026
02 00 00	Existing Conditions	\$37,491
02 10 00	Owner Direct Purchase Allowance	(\$150,000)
03 00 00	Concrete	\$867,435
05 00 00	Metals	\$391,931
06 00 00	Cabinetry & Casework	\$92,103
07 00 00	Roofing	\$299,813
08 00 00	Doors	\$159,527
08 43 00	Windows & Storefront	\$240,798
09 20 00	Framing, Drywall, Batt Insulation	\$430,317
09 62 00	Flooring	\$74,962
09 91 00	Painting	\$117,179
10 00 00	Fire Exting/Cabinets/Toilet Access	\$85,564
10 01 14	Exterior / Interior Signage	\$21,873
11 00 00	F F & E Allowance	\$306,000
13 00 00	Bullet Trap Target System	\$929,628
21 00 00	Fire Sprinklers and Alarm	\$248,318
22 00 00	Plumbing	\$108,207
23 00 00	HVAC	\$457,729
23 00 01	Specialized HVAC	\$961,232
26 00 00	Electrical	\$1,211,706
28 00 00	Low Voltage Security Access & CC	\$259,284
32 00 00	Sitework	\$1,938,089
32 90 90	Landscape & Irrigation	\$145,054
32 31 60	Fencing	\$62,768
Grand Total:		\$10,803,392

EXHIBIT E

ASSUMPTIONS AND CLARIFICATIONS

1. Assumptions and Clarifications that deviate from the 90% drawings and specifications listed in Exhibit G and Exhibit F are:
 - a. Generator
Generator, as specified by the Developer is to be purchased and delivered by City. Developer is responsible for connection.
 - b. Design of lift station, depth and size
CPH Architect, Inc to work with City to determine.
 - c. Sod and irrigation.
Sod to be all Bahia, Irrigation only for trees/shrubs. To be reflected in 100% Construction Documents ("CD's").
 - d. Number of lanes to loading dock
Loading Lanes reduced to 2 lanes. It will be reflected in 100% CD's.
 - e. Water line and sewer line to future Fire Tower is not included.
The location of these lines will be reflected in 100% CD's. This work will be re-evaluated at a future date as an "Additional Project".
 - f. Location of generator and access road
Access road will be reflected in 100% CD's as a stabilized road (not asphalt) from the 2-lane road to the west access road. It will end at the generator.
 - g. The F. F. & E. list included herein as Exhibit C supersedes the 90% AE801 drawing
 - h. The operable partition wall between rooms 131A/B is included in Facility's Cost of the Work.
 - i. The Design-Builder will participate in the Owner Direct Purchase savings program. The City may elect to purchase Project goods directly from providers to realize sales tax savings, as permitted by Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code. Any such election shall be limited to purchases for goods which are valued at \$10,000.00 or greater including, but not limited to, the generator, condensing units, Air Handling Unit ("AHU"), mini-splits, concrete or other quantifiable construction materials, and only in such instances where the utilization of the process will not unreasonably delay Developer's progress on the Work. Developer shall use commercially reasonable efforts to cooperate with the City in this regard by, for example, providing information for the preparation of purchase orders, monitoring deliveries, and approving invoices. Developer shall also flow down the contract terms to its Constructors. The Development Budget shall be adjusted to account for any such direct expenditures by the City for items that are delivered to the Site and credited to reflect the amount of tax savings. Before final payment, a final reconciliation of the City's direct purchases against the Budget will be performed, and Developer will prepare any related deductive Change Orders for the City's review and execution.

Exhibit F

Ocoee Regional Law Enforcement Training Facility

Specifications

(attached)

Ocoee Law Enforcement Training Facility
Specifications

Spec	Title	Date	Pages
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<u>DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS</u>			
00 01 01	PROJECT TITLE PAGE	9/12/2024	1
00 01 15	LIST OF DRAWING SHEETS	9/12/2024	1
00 04 00	STATEMENT OF COMPLIANCE	9/12/2024	1
00 05 00	ASBESTOS STATEMENT	9/12/2024	1
00 31 19	EXISTING CONDITION INFORMATION	9/12/2024	2
00 31 32	GEOTECHNICAL DATA	9/12/2024	50
00 73 10	FLORIDA STATUTE ON PUBLIC ENTITY CRIMES	9/12/2024	5

<u>DIVISION 01 – GENERAL REQUIREMENTS</u>			
01 10 00	SUMMARY	9/12/2024	4
01 31 00	PROJECT MANAGEMENT AND COORDINATION	9/12/2024	12
01 32 33	PHOTOGRAPHIC DOCUMENTATION	9/12/2024	6
01 33 00	SUBMITTAL PROCEDURES	9/12/2024	10
01 40 00	QUALITY REQUIREMENTS	9/12/2024	12
01 42 00	REFERENCES	9/12/2024	9
01 57 23	TEMPORARY STORM WATER POLLUTION CONTROL	9/12/2024	2
01 60 00	PRODUCT REQUIREMENTS	9/12/2024	8
01 60 20	FLORIDA PRODUCT APPROVAL	9/12/2024	5
01 73 00	EXECUTION	9/12/2024	13
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	9/12/2024	11
01 77 00	CLOSEOUT PROCEDURES GENERAL	9/12/2024	7
01 78 23	OPERATION AND MAINTENANCE DATA	9/12/2024	9
01 78 39	PROJECT RECORD DOCUMENTS	9/12/2024	5
01 79 00	DEMONSTRATION AND TRAINING	9/12/2024	7
01 91 13	GENERAL COMMISSIONING REQUIREMENTS	9/12/2024	22

<u>DIVISION 03 – CONCRETE</u>			
03 11 00	CONCRETE FORMING	9/12/2024	9
03 20 00	CONCRETE REINFORCING	9/12/2024	4

Spec	Title	Date	Pages
03 30 00	CAST-IN-PLACE CONCRETE	9/12/2024	26
03 35 43	POLISHED CONCRETE FINISHING	9/12/2024	8
03 39 35	INTEGRALLY COLORED CONCRETE	9/12/2024	9
03 47 13	TILT-UP CONCRETE	9/12/2024	10

<u>DIVISION 05 – METALS</u>			
05 12 00	STRUCTURAL STEEL FRAMING	9/12/2024	12
05 21 00	STEEL JOIST FRAMING	9/12/2024	6
05 31 00	STEEL DECKING	9/12/2024	6
05 40 00	COLD-FORMED METAL FRAMING	9/12/2024	6
05 50 00	METAL FABRICATIONS	9/12/2024	14
05 52 13	PIPE AND TUBE RAILINGS	9/12/2024	14

<u>DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES</u>			
06 10 00	ROUGH CARPENTRY	9/12/2024	9
06 41 16	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	9/12/2024	13

<u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u>			
07 13 26	SELF-ADHERING SHEET WATERPROOFING	9/12/2024	8
07 21 00	THERMAL INSULATION	9/12/2024	6
07 21 19	FOAMED-IN-PLACE INSULATION	9/12/2024	4
07 26 10	UNDERSLAB VAPOR BARRIER	9/12/2024	3
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIERS	9/12/2024	10
07 54 19	POLYVINYL-CHLORIDE (PVC) ROOFING	9/12/2024	14
07 62 00	SHEET METAL FLASHING AND TRIM	9/12/2024	15
07 72 00	ROOF ACCESSORIES	9/12/2024	9
07 84 43	JOINT FIRESTOPPING	9/12/2024	7
07 92 00	JOINT SEALANTS	9/12/2024	11

<u>DIVISION 08 – OPENINGS</u>			
08 11 13	HOLLOW METAL DOORS AND FRAMES	9/12/2024	13
08 31 13	ACCESS DOORS AND FRAMES	9/12/2024	6
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	9/12/2024	20
08 71 00	DOOR HARDWARE	9/12/2024	44

Spec	Title	Date	Pages
08 71 13	POWER DOOR OPERATORS	9/12/2024	16
08 80 00	GLAZING	9/12/2024	15
08 83 00	MIRRORS	9/12/2024	6
08 91 19	FIXED LOUVERS	9/12/2024	9

<u>DIVISION 09 – FINISHES</u>			
09 22 16	NON-STRUCTURAL METAL FRAMING	9/12/2024	10
09 29 00	GYPSUM BOARD	9/12/2024	13
09 30 13	CERAMIC TILING	9/12/2024	15
09 51 13	ACOUSTICAL PANEL CEILINGS	9/12/2024	8
09 65 13	RESILIENT BASE AND ACCESSORIES	9/12/2024	6
09 65 19	RESILIENT TILE FLOORING	9/12/2024	11
09 68 13	TILE CARPETING	9/12/2024	
09 91 13	EXTERIOR PAINTING	9/12/2024	7
09 91 23	INTERIOR PAINTING	9/12/2024	23

<u>DIVISION 10 – SPECIALTIES</u>			
10 14 23.16	ROOM-IDENTIFICATION PANEL SIGNAGE	9/12/2024	6
10 22 13	WIRE MESH PARTITIONS	9/12/2024	
10 22 39	FOLDING PANEL PARTITIONS	9/12/2024	19
10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	9/12/2024	9
10 44 13	FIRE PROTECTION CABINETS	9/12/2024	6
10 44 16	FIRE EXTINGUISHERS	9/12/2024	4
10 51 29	PHENOLIC LOCKERS	9/12/2024	9
10 71 19	EXTERIOR SUN CONTROL DEVICES	9/12/2024	7
10 75 16	GROUND-SET FLAGPOLES	9/12/2024	11

<u>DIVISION 11 – EQUIPMENT</u>			
11 30 13	RESIDENTIAL APPLIANCES	9/12/2024	8

<u>DIVISION 12 – FURNISHINGS</u>			
12 24 13	ROLLER WINDOW SHADES	9/12/2024	9

Spec	Title	Date	Pages
12 32 16	MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK	9/12/2024	11
12 36 61.16	SOLID SURFACING COUNTERTOPS	9/12/2024	6

<u>DIVISION 21 – FIRE SUPPRESSION</u>			
21 05 00 FL	COMMON WORK RESULTS FOR FIRE SUPPRESSION	9/12/2024	6
21 05 53 FL	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	9/12/2024	6
21 11 00	FACILITY FIRE SUPPRESSION WATER SERVICE PIPING	9/12/2024	10
21 13 13	WET PIPE SPRINKLER SYSTEM	9/12/2024	18

<u>DIVISION 22 – PLUMBING</u>			
22 05 00	COMMON WORK RESULTS FOR PLUMBING	9/12/2024	10
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	9/12/2024	4
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	9/12/2024	6
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	9/12/2024	10
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	9/12/2024	4
22 07 00	PLUMBING INSULATION	9/12/2024	16
22 11 16	DOMESTIC WATER PIPING	9/12/2024	16
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	9/12/2024	6
22 13 16	SANITARY WASTE AND VENT PIPING	9/12/2024	18
22 13 19	SANITARY WASTE PIPING SPECIALTIES	9/12/2024	10
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	9/12/2024	10
22 33 00	ELECTRIC, DOMESTIC-WATER HEATERS	9/12/2024	13
22 40 00	PLUMBING FIXTURES	9/12/2024	14
22 47 00	DRINKING FOUNTAINS AND WATER COOLERS	9/12/2024	6

<u>DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</u>			
23 05 00	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	9/12/2024	6
23 05 10	BASIC MECHANICAL MATERIALS AND METHODS	9/12/2024	14
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	9/12/2024	4

Spec	Title	Date	Pages
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	9/12/2024	4
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	9/12/2024	6
23 07 13	DUCT INSULATION	9/12/2024	18
23 07 19	HVAC PIPING INSULATION	9/12/2024	18
23 08 00	COMMISSIONING OF HVAC SYSTEMS	9/12/2024	14
23 23 00	REFRIGERANT PIPING	9/12/2024	18
23 31 13	METAL DUCTS	9/12/2024	10
23 33 00	DUCT ACCESSORIES	9/12/2024	7
23 34 23	POWER VENTILATORS	9/12/2024	6
23 36 00	AIR TERMINALS	9/12/2024	6
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	9/12/2024	8
23 44 00	AIR PURIFICATION SYSTEM	9/12/2024	12
23 74 13	PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS	9/12/2024	8
23 81 26	SPLIT-SYSTEM AIR-CONDITIONERS	9/12/2024	8

<u>DIVISION 26 – ELECTRICAL</u>			
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	9/12/2024	8
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	9/12/2024	8
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	9/12/2024	8
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	9/12/2024	6
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	9/12/2024	15
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	9/12/2024	6
26 05 39	UNDERFLOOR RACEWAYS FOR ELECTRICAL SYSTEMS	9/12/2024	4
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	9/12/2024	8
26 05 73	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	9/12/2024	10
26 09 23	LIGHTING CONTROL DEVICES	9/12/2024	

<u>DIVISION 27 - COMMUNICATIONS</u>			
27 26 26	DATA COMMUNICATIONS INTEGRATION	9/12/2024	16
27 41 16	INTEGRATED AUDIO VIDEO SYSTEM	9/12/2024	14

Spec	Title	Date	Pages
27 48 00	UHF RADIO COMMUNICATION SYSTEM	9/12/2024	10
27 51 23	NETWORK INTERCOMMUNICATIONS SYSTEMS	9/12/2024	36

<u>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</u>			
28 13 10	ELECTRONIC ACCESS CONTROL SYSTEM	9/12/2024	12
28 16 16	INTRUSION DETECTION SYSTEM INFRASTRUCTURE	9/12/2024	6
28 23 00	VIDEO SURVEILLANCE	9/12/2024	8
28 31 11	ADDRESSABLE FIRE-ALARM SYSTEMS	9/12/2024	31
28 48 00	EMERGENCY RESPONDER RADIO ENHANCEMENT SYSTEM	9/12/2024	20

<u>DIVISION 31 – EARTHWORK</u>			
31 01 00	EARTHWORK	9/12/2024	7
31 11 13	TREE PROTECTION AND TRIMMING	9/12/2024	4
31 23 00	EXCAVATION AND BACKFILL	9/12/2024	5

<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>			
32 12 07	PAVING AND SURFACING	9/12/2024	5
32 31 13	CHAIN LINK FENCES AND GATES	9/12/2024	4
32 84 23	IRRIGATION SYSTEM	9/12/2024	14
32 92 23	TURF AND GRASSES	9/12/2024	5
32 93 00	PLANTS	9/12/2024	7

<u>DIVISION 33 - UTILITIES</u>			
33 11 00	WATER DISTRIBUTION SYSTEM	9/12/2024	6
33 31 00	SANITARY SEWER SYSTEM	9/12/2024	3
33 42 01	SITE DRAINAGE	9/12/2024	6

Exhibit G
Ocoee Regional Law Enforcement Training Facility
Drawings

SHEET	SHEET NAME	DATE	REVISION
G-000	COVER SHEET	9/12/24	
G-001	GENERAL INFORMATION AND ABBREVIATIONS	9/12/24	
GC100	LIFE SAFETY PLAN	9/12/24	
SP-1	SITE PLAN	9/12/24	
C-1	GENERAL NOTES	9/12/24	
C-2	GENERAL NOTES	9/12/24	
C-3	DIMENSION AND STRIPING PLANS	9/12/24	
C-4	PAVING AND GRADING PLAN	9/12/24	
C-5	UTILITY PLAN	9/12/24	
C-6	PAVING GRADING AND STRIPING DETAILS	9/12/24	
C-7	STORMWATER DETAILS	9/12/24	
C-8	WATER DETAILS	9/12/24	
C-9	WATER AND SEWER DETAILS	9/12/24	
C-10	LIFT STATION PLAN AND DETAILS	9/12/24	
C-11	EROSION CONTROL PLAN AND DETAILS	9/12/24	
TR-1	OVERALL TREE RETENTION PLAN	9/12/24	
TR-2	TREE RETENTION PLAN	9/12/24	
TR-3	TREE RETENTION PLAN	9/12/24	
TR-4	TREE LIST	9/12/24	
L-1	OVERALL LANDSCAPE PLAN	9/12/24	
L-2	LANDSCAPE PLAN	9/12/24	
L-3	LANDSCAPE PLAN	9/12/24	
L-4	LANDSCAPE NOTES & DETAILS	9/12/24	
IR-1	OVERALL IRRIGATION PLAN	9/12/24	
IR-2	IRRIGATION PLAN	9/12/24	
IR-3	IRRIGATION PLAN	9/12/24	
IR-4	IRRIGATION PLAN	9/12/24	
IR-5	IRRIGATION PLAN	9/12/24	
ST001	STRUCTURAL GENERAL NOTES	9/12/24	
ST002	STRUCTURAL GENERAL NOTES	9/12/24	
ST003	STRUCTURAL GENERAL NOTES	9/12/24	

SHEET	SHEET NAME	DATE	REVISION
ST004	STRUCTURAL GENERAL NOTES	9/12/24	
ST101	FOUNDATION PLAN	9/12/24	
ST102	ROOF FRAMING PLAN	9/12/24	
ST201	FOUNDATION SECTIONS & DETAILS	9/12/24	
ST301	ROOF FRAMING SECTIONS & DETAILS	9/12/24	
ST401	SCHEDULES, SECTIONS AND DETAILS	9/12/24	
ST501	TILT-UP PANEL DETAILS	9/12/24	
ST502	TILT-UP PANEL ELEVATIONS	9/12/24	
AE101	FIRST FLOOR PLAN	9/12/24	
AE103	ROOF PLAN	9/12/24	
AE111	REFLECTED CEILING PLAN	9/12/24	
AE201	EXTERIOR ELEVATIONS	9/12/24	
AE202	ENLARGED EXTERIOR ELEVATIONS	9/12/24	
AE301	BUILDING SECTIONS	9/12/24	
AE311	WALL SECTIONS	9/12/24	
AE401	ENLARGED PLANS AND INTERIOR ELEVATIONS	9/12/24	
AE402	INTERIOR ELEVATIONS	9/12/24	
AE403	ENLARGED STAIR PLAN AND DETAILS	9/12/24	
AE501	PANEL DIMENSIONS	9/12/24	
AE510	EXTERIOR DETAILS	9/12/24	
AE511	EXTERIOR DETAILS	9/12/24	
AE520	FIRING RANGE DETAILS	9/12/24	
AE535	TYP. SHOWER DETAILS	9/12/24	
AE601	DOOR AND WINDOW SCHEDULE & DETAILS	9/12/24	
AE610	PARTITION TYPES, WINDOW ELEVATIONS AND DETAILS	9/12/24	
AE801	FLOOR FINISH EQUIPMENT PLAN & SCHEDULE	9/12/24	
AE802	INTERIOR DETAILS & SCHEDULES	9/12/24	
AE820	FIRESTOP SYSTEM SCHEDULE & WALL PRIORITIES	9/12/24	
AE901	3D VIEWS & PERSPECTIVES	9/12/24	
F-001	FIRE PROTECTION SYMBOLS AND GENERAL NOTES	9/12/24	
F-201	FIRE PROTECTION PLAN	9/12/24	
F-801	FIRE PROTECTION DETAILS	9/12/24	
P-001	PLUMBING SYMBOLS AND SPECIFICATIONS	9/12/24	
P-101	PLUMBING SITE PLAN	9/12/24	
P-200	PLUMBING UNDERGROUND PLAN	9/12/24	
P-201	PLUMBING GRAVITY PLAN	9/12/24	
P-301	PLUMBING PRESSURE PLAN	9/12/24	

SHEET	SHEET NAME	DATE	REVISION
P-401	PLUMBING ENLARGED PLAN	9/12/24	
P-701	PLUMBING SCHEDULES	9/12/24	
P-501	PLUMBING RISER DIAGRAMS	9/12/24	
P-502	PLUMBING RISER DIAGRAMS	9/12/24	
P-801	PLUMBING DETAILS	9/12/24	
M-001	MECHANICAL SYMBOLS LEGEND	9/12/24	
M-201	MECHANICAL - FIRST FLOOR PLAN	9/12/24	
M-301	MECHANICAL ROOF PLAN	9/12/24	
M-601	MECHANICAL CONTROL DRAWINGS	9/12/24	
M-701	MECHANICAL SCHEDULES	9/12/24	
M-801	MECHANICAL DETAILS	9/12/24	
RM001	RANGE MECHANICAL GENERAL NOTES AND SPECIFICATIONS	9/12/24	
RM101	RANGE MECHANICAL FLOOR PLAN	9/12/24	
RM102	RANGE MECHANICAL ROOF PLAN	9/12/24	
RM103	RANGE MECHANICAL ROOF CURB PLAN	9/12/24	
RM301	RANGE MECHANICAL SECTION	9/12/24	
RM501	RANGE MECHANICAL DETAILS	9/12/24	
RM601	RANGE MECHANICAL SCHEDULES	9/12/24	
RM701	RANGE MECHANICAL CONTROL NOTES AND SPECIFICATIONS	9/12/24	
RM702	RANGE MECHANICAL FLOOR CONTROLS CONDUIT PLAN	9/12/24	
RM703	RANGE MECHANICAL ROOF CONTROLS CONDUIT PLAN	9/12/24	
E-001	ELECTRICAL SYMBOLS AND SPECIFICATIONS	9/12/24	
E-101	ELECTRICAL POWER SITE PLAN	9/12/24	
E-102	ELECTRICAL LIGHTING SITE PLAN	9/12/24	
E-103	ELECTRICAL PHOTOMETRICS SITE PLAN	9/12/24	
E-201	LIGHTING - FIRST FLOOR PLAN	9/12/24	
E-202	PHOTOMETRICS - FIRST FLOOR PLAN	9/12/24	
E-301	POWER - FIRST FLOOR PLAN	9/12/24	
E-302	POWER - ROOF PLAN	9/12/24	
E-401	SYSTEMS - FIRST FLOOR PLAN	9/12/24	
E-402	SYSTEMS - RACK ELEVATION	9/12/24	
E-501	ELECTRICAL ONE LINE DIAGRAMS	9/12/24	
E-601	ELECTRICAL DISTRIBUTION AND EQUIPMENT FEEDER SCHEDULES	9/12/24	
E-701	ELECTRICAL PANEL SCHEDULES	9/12/24	

E-702	ELECTRICAL PANEL SCHEDULES	9/12/24	
SHEET	SHEET NAME	DATE	REVISION
E-703	ELECTRICAL PANEL SCHEDULES	9/12/24	
E-801	ELECTRICAL DETAILS	9/12/24	
E-802	ELECTRICAL DETAILS	9/12/24	
E-803	ELECTRICAL DETAILS	9/12/24	
E-804	ELECTRICAL DETAILS	9/12/24	
E-805	ELECTRICAL DETAILS	9/12/24	

Exhibit H

AIA[®] Document A141[®] – 2014

Design-Build Amendment for Off-Site Infrastructure Improvements

This Amendment is incorporated into the accompanying AIA Document A141TM-2014, Standard Form of Agreement Between Owner and Design-Builder dated the «___» day of «May» in the year 2025 (the “Agreement”) (In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Off-Site Infrastructure Improvements at the:

City of Ocoee Regional Law Enforcement Training Facility
1707 E. Crown Point Road
Ocoee, FL 34761»
Corner of Daniel Webster Western Beltway & N Fullers Cross Road, Ocoee FL
(defined as the “Off-Site Infrastructure Improvements”).

The Off-Site Infrastructure Improvements are the “Utility Extensions” described in Section 5 of the Interim Agreement effective March 25, 2024, and shall consist of extending the nearest sanitary sewer line and the nearest potable water line to the Regional Law Enforcement Training Facility. The Design-Builder is not responsible for designing the Off-Site Infrastructure Improvements.

THE OWNER:
(Name, legal status and address)

City of Ocoee»
1 North Bluford Avenue»
Ocoee, FL 34761»

THE DESIGN-BUILDER:
(Name, legal status and address)

Fortress Secured, LLC., a Florida Limited Liability Company
3603 Beachwood Court »
Jacksonville, Florida 32224»

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section A.1.2 below

[X] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 THIS SECTION DELETED.

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work; is anticipated to be:

Seven Hundred Forty-Six Thousand Five Hundred Ninety-seven Dollars and No Cents (\$746,597.00)

§ A.1.3.2 The Design-Builder's Fee is estimated to be:

Forty-Four Thousand Seven Hundred Ninety-Five Dollars and Eighty-Two Cents (\$44,795.82) which is 6% of the Cost of Work and is in addition to the Cost of Work. For purposes of computing the Design-Builder's Fee, any additional costs per Section A.5.1.6.3 shall not be included in the computation of the Design-Builder's Fee of 6% of the Cost of Work.

§ A.1.4 INTENTIONALLY OMITTED.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, payment by the Owner shall comply with the applicable portions of Florida Statutes § 218.735.

§ A.1.5.1.4 At least five (5) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work.

§ A.1.5.1.5 Intentionally Omitted.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1** Take the Cost of the Work as described in Article A.5 of this Amendment;
- .2** Add the Design-Builder's Fee, less retainage of 5 percent (5%); provided there will be no retainage for payment and performance bonds, any other Cost of Work that customarily is not subject to retainage and the Design Builder Fee. The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract retainage of 5 percent (5%) from that portion of the Work that the Design-Builder self-performs;
- .4** Subtract the aggregate of previous payments made by the Owner;
- .5** Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6** Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.4 Intentionally Omitted.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 Intentionally Omitted.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than 7 months from the date the Owner has issued a Notice to Proceed and Design Builder has received all Required Permits, provided that Design Builder shall utilize commercially reasonable best efforts to submit and to obtain approval of Required Permits

« »

Portion of Work	Substantial Completion Date
N/A	N/A

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

The City of Ocoee Engineering Standards Manual

Section	Title	Date	Pages
N/A	N/A	N/A	N/A

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

As shown on Exhibit J, Drawings, attached to the Design-Build Agreement.

Number	Title	Date

Title	Date	Pages
N/A	N/A	N/A

Other identifying information:

« »

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Superintendent will be identified before the start of Construction. The person will be subject to approval by the Owner, which shall not be unreasonably withheld, conditioned or delayed.

.2 Project Manager

Project Manager will be identified before the start of Construction. The person will be subject to approval by the Owner, which shall not be unreasonably withheld, conditioned or delayed.

.3 Others

Matt Everett
3603 Beachwood Ct
Jacksonville, FL 32224
Matt@FortressSecured.com
(904) 719-0843 mobile

The Owner's rights with respect to the approval or removal of personnel, contractors, and suppliers engaged in the Project shall be as set forth in Section 5.7 of the Contract.

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

N/A

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.
(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
N/A	N/A	N/A	N/A

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and

suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 The Owner and Design-Builder expressly agree that if the Commencement of Construction for the Off-Site Infrastructure Improvements precedes the Commencement of Construction for the Regional Law Enforcement Training Facility, then the Design-Builder shall be entitled to an additional reimbursement of Sixty Thousand Dollars and No Cents (\$60,000.00) for General Conditions. Notwithstanding any other provision in this Agreement, such amount shall not be subject to the withholding of Retainage.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Section A.5.1; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall require Contractors to keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred; provided that Design-Builder shall have no liability to Owner for Contractors' failure to comply with this Section.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

(The balance of this page left blank.)

This Amendment to the Agreement for Offsite Infrastructure Improvements is entered into as of the day and year first written above.

THE CITY OF OCOEE, FLORIDA

FORTRESS-SECURED

OWNER (Signature)

Hon. Rusty Johnson, Mayor

Shannon C Everett

DESIGN-BUILDER (Signature)

Shannon C Everett, Principal

(Printed name and title)

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 _____, 2025.

FISHBACK DOMINICK

APPROVED BY THE OCOEE CITY COMMISSION
AT A MEETING HELD ON _____ UNDER
AGENDA ITEM No. _____

BY: _____
Richard S. Geller, Esq., City Attorney

Exhibit I

Ocoee Regional Law Enforcement Training Facility – Additional Project

Off-Site Infrastructure Improvements

Schedule of Values

(attached)

Ocoee Law Enforcement Training Facility
Off-Site Infrastructure Improvement
Schedule of Values

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>Unit</i>	<i>Quant.</i>	<i>Bid Unit</i>	<i>Bid Amount</i>
1	Mobilization	LS	1	\$ 54,800.00	\$ 54,800.00
2	MOT	LS	1	\$ 16,230.00	\$ 16,230.00
3	Erosion Control	LS	1	\$ 4,400.00	\$ 4,400.00
4	4" C900 DR25 PVC Pipe	LF	830	\$ 84.00	\$ 69,720.00
5	4" DIPS DR11 HDPE Pipe	LF	3120	\$ 75.00	\$ 234,000.00
6	8" C900 DR25 PVC Pipe	LF	10	\$ 145.00	\$ 1,450.00
7	8" Class 350 DI Pipe	LF	430	\$ 165.00	\$ 70,950.00
8	12" Class 350 DI Pipe	LF	220	\$ 179.00	\$ 39,380.00
9	14" DIPS DR11 HDPE Pipe	LF	200	\$ 255.00	\$ 51,000.00
10	8"x4" Reducer	EA	1	\$ 970.00	\$ 970.00
11	12"x8" Reducer	EA	1	\$ 630.00	\$ 630.00
12	14"x12" Reducer	EA	2	\$ 720.00	\$ 1,440.00
13	12"x12" Tapping Sleeve and Valve	EA	1	\$ 12,980.00	\$ 12,980.00
14	2" Air Release Valve Assembly	EA	8	\$ 7,800.00	\$ 62,400.00
15	4" Plug Valve	EA	8	\$ 2,900.00	\$ 23,200.00
16	8" Gate Valve	EA	1	\$ 3,650.00	\$ 3,650.00
17	12" Gate Valve	EA	3	\$ 6,840.00	\$ 20,520.00
18	4" Plug	EA	2	\$ 540.00	\$ 1,080.00
19	12" Plug	EA	2	\$ 795.00	\$ 1,590.00
20	4" 22.5 Bend	EA	2	\$ 640.00	\$ 1,280.00
21	4" 45 Bend	EA	2	\$ 650.00	\$ 1,300.00
22	4" 90 Bend	EA	2	\$ 680.00	\$ 1,360.00
23	4" 11.25 Bend	EA	10	\$ 630.00	\$ 6,300.00
24	8" 45 Bend	EA	2	\$ 680.00	\$ 1,360.00
25	12" 22.5 Bend	EA	2	\$ 720.00	\$ 1,440.00
26	12" 90 Bend	EA	1	\$ 806.00	\$ 806.00
27	4"x4" Tee	EA	1	\$ 1,100.00	\$ 1,100.00
28	12"x12" Tee	EA	2	\$ 1,300.00	\$ 2,600.00
29	8"x2" Blowoff	EA	1	\$ 3,870.00	\$ 3,870.00
30	Temp Jumper	EA	1	\$ 2,400.00	\$ 2,400.00
31	Remove and Replace 15" MES & CMP	EA	1	\$ 6,744.00	\$ 6,744.00
32	Locates and Utility Coordination	LS	1	\$ 16,450.00	\$ 16,450.00
33	Asphalt Restoration	SY	22	\$ 880.00	\$ 19,360.00
34	Performance and Payment Bonds	EA	1	\$ 9837.00	\$ 9,837.00
Total					\$746,597.00
Add Alternate	General Conditions for non-concurrent construction of the "Facility" and the "Utility Project"	EA	1	\$ 60,000.00	\$ 60,000.00

** Total does not include 6% Design-Build Fee

Exhibit J

Ocoee Regional Law Enforcement Training Facility – Additional Project Off-Site Infrastructure Improvements

Drawings

SHEET	SHEET NAME	DATE	REVISION
C-02	Force Main Plan and Profile STA 53+00 to STA 56+42	JULY 2024	4
C-02A	Force Main Plan and Profile STA 53+00 to STA 56+42	JULY 2024	4
C-03	Force Main Plan and Profile STA 56+42 to STA 61+10	JULY 2024	4
C-03A	Force Main Plan and Profile STA 56+42 to STA 61+10	JULY 2024	4
C-04	Force Main Plan and Profile STA 61+10 to STA 65+80	JULY 2024	4
C-04A	Force Main Plan and Profile STA 61+10 to STA 65+80	JULY 2024	4
C-05	Force Main Plan and Profile STA 65+80 to STA 70+49	JULY 2024	4
C-06	Force Main Plan and Profile STA 70+49 to STA 75+18	JULY 2024	4
C-07	Force Main Plan and Profile STA 75+18 to STA 79+87	JULY 2024	4
C-08	Force Main Plan and Profile STA 79+87 to STA 84+56	JULY 2024	4
C-09	Force Main Plan and Profile STA 84+56 to STA 89+25	JULY 2024	4
C-10	Force Main Plan and Profile STA 89+25 to STA 93+50	JULY 2024	4
D-05	Material Quantity Table	JULY 2024	4

Exhibit 4
Formal Contract between the Developer, the City
and the General Contractor, Summit Construction

[To be included on following pages]

EXHIBIT 4

FORMAL CONTRACT BETWEEN THE DEVELOPER, THE CITY, AND THE GENERAL CONTRACTOR, SUMMIT CONSTRUCTION

THIS FORMAL CONTRACT is entered into between FORTRESS SECURED, LLC (the “Developer”), the CITY OF OCOEE, FLORIDA (the City”), and SUMMIT CONSTRUCTION MANAGEMENT GROUP, LLC (“Summit”), on the following terms and conditions:

RECITALS

WHEREAS, the Florida Bond Statute, Florida Statutes § 255.05 states in pertinent part, “A person entering into a formal contract with the...city...for the construction of a public building...or public work shall be required, before commencing the work...to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety”; and

WHEREAS, the parties intend for Developer to procure the necessary performance and statutory payment bonds required for both Projects; and

WHEREAS, City and Developer wish to document their strict compliance with Florida Statutes § 255.05.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the Developer, the City, and Summit agree as follows:

Relationship of the Parties

- a) Developer shall enter into one or more subcontracts with Summit that shall set forth Summit’s duties, obligations, and rights with respect to constructing the Facility.
- b) Developer shall enter into one or more subcontracts with Cathcart Construction Company (“Cathcart”) that shall set forth Cathcart’s duties, obligations and rights with respect to constructing the Off-Site Infrastructure Improvements.
- c) Developer shall be responsible for the acts, failures to act, errors, and omissions of Summit and Cathcart.
- d) The Comprehensive Agreement to which this Exhibit 4 is attached shall not establish any duties, obligations, or rights between the City and Summit or Cathcart except as otherwise provided in this Exhibit 4.

- e) Developer shall procure payment and performance bonds for the Facility in accordance with Florida Statute § 255.05 at no further cost other than the agreed upon the stipulated sum in the Construction Contract.
- f) Developer shall procure payment and performance bonds for the Off-Site Infrastructure Improvements in accordance with Florida Statute § 255.05 (“Developer’s Utility Bonds”), with sub-payment and sub-performance bonds procured by Cathcart to back-up the Developer’s bonds (the “Sub-Bonds”); provided the cost of both Developer’s Utility Bonds and the Sub-Bonds are included as Cost of Work in the Construction Contract. The City shall be an obligee/beneficiary of the Sub-Bonds obtained by Cathcart.
- g) The City shall be an expressed third-party beneficiary of the subcontracts between Developer and Summit and Cathcart such that the City shall have all rights of the Developer without the Developer’s obligations. Without limiting the foregoing, the City shall have full rights to enforce: (i) all representation and warranties given by Summit or Cathcart on the Project work; (ii) Cathcart’s performance bond and payment bond obligations against Summit and the bond surety; (iii) that no liens be placed against City property by Summit, Cathcart or those performing work through Summit or Cathcart and related indemnification in favor of the City since the City’s property is exempt from Chapter 713, Florida Statutes; and (iv) enforce insurance policy and additional insured party requirements against Summit and Cathcart.
- h) Summit and Cathcart shall make the City an additional insured party on all insurance policies intended to cover the Project owner under the subcontract.
- i) All subcontracts executed by the Developer shall contain the following provision: “CONTRACTOR acknowledges and agrees that the City of Ocoee is a Florida municipality (“CITY”), and as such, the CITY’s property, the Work, and the Project involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes and other any liens. CONTRACTOR and its sub-contractors, materialmen and laborers shall not file or record claims of lien or any other liens against the Work, the Project, or any property owned by the CITY. CONTRACTOR hereby agrees to indemnify, defend and hold the CITY harmless from all liens filed by CONTRACTOR and its sub-contractors, materialmen and laborers and all other claiming through CONTRACTOR against the Project, Work, and any property owned by the CITY, including for the CITY’s attorneys’ fees and costs (including for pre-suit, trial and appellate level expenses). All subcontractors, materialmen, laborers, vendors and all others claiming by and through CONTRACTOR shall look exclusively to the payment bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

- j) All parties agree that the City is not undertaking any obligation, duty, or responsibility, including to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements, or any other amount to Summit, Cathcart or to any other subcontractor. However, to mitigate the risk of default by Developer to Summit or Cathcart, which could result in a surety dishonoring a bond on an assertion of “owner default,” the City may, in its discretion, make its payments under the Comprehensive Agreement by checks payable to the order of both Developer and Summit or Cathcart, requiring both of their signatures for deposit.

Compliance with the Florida Bond Statute

- k) Developer shall procure the necessary performance and statutory payment bonds for the Project and shall execute and record such bonds in its capacity as principal to the surety.
- l) Insofar as Developer is a “person entering into a formal contract with the...city...for construction of a public building” and must “execute and record in the public records...a payment and performance bond” under Florida Statutes § 255.05, Developer shall execute and record the necessary performance and statutory payment bonds in its capacity as Contractor/Obligor.
- m) If required by the surety, the City shall execute the performance and statutory payment bonds in its capacity as Owner/Obligee/Beneficiary.
- n) The Performance Bond and Statutory Payment Bond shall have a penal sum equal to at least the total price of all construction contracts, as security for the faithful performance and payment of all of Developer’s construction obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment on all construction contracts relating to the Project becomes due, except as provided otherwise by Laws or Regulations.
- o) The bonds shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- p) The required bonds shall be obtained from one or more surety companies that are duly licensed or authorized to underwrite such bonds in Orange County, Florida in the required amounts.
- q) If the surety on a bond is declared bankrupt or becomes insolvent, or its right to do business is terminated in the State of Florida, or the surety ceases to meet the requirements above, then Developer shall promptly notify the City of Ocoee and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- r) If a required bond is not obtained in accordance with the Comprehensive Agreement, the City may exclude Developer from the Site and exercise the City's termination rights under the Comprehensive Agreement.
- s) Upon request, the City shall provide a copy of the payment bond to any contractor or subcontractor or other person or entity claiming to have furnished labor or materials used in the performance of the construction work.

Agreed to this ____ day of _____, 2025.

THE CITY OF OCOEE, FLORIDA

FORTRESS-SECURED, LLC

OWNER (Signature)

Hon. Rusty Johnson, Mayor

Shannon C. Everett
DEVELOPER (Signature)

Shannon C Everett, Principal
(Printed name and title)

SUMMIT CONSTRUCTION MANAGEMENT GROUP, LLC

Charles H Cordes
SUMMIT (Signature)

Charles H. Cordes
(Printed name and title)

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 _____, 2025.

FISHBACK DOMINICK

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
UNDER AGENDA ITEM No. _____

BY: _____
Richard S. Geller, Esq.
City Attorney

S:\AKA\CLIENTS\Ocoee, City of\Law Enforcement Training Center (Fortress Secured) O164-27494\Agreements\Exhibit 4 - Agreement with
Summit Construction - 04-09-2025.docx

STAFF REPORT

Meeting Date: May 6, 2025
Item #: 8

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Contracted Sidewalk Repairs Utilizing Existing City of Kissimmee Contract with APEC, LLC. (Public Works Director Krug)

Background Summary:

The City Commission approved funding in the current budget to perform contracted sidewalk repairs. Public Works is requesting Commission authorization to piggyback on the existing competitively bid City of Kissimmee contract IFB2022-002, Alternative Paving Methods, awarded to APEC, LLC, which includes sidewalk replacement items. APEC is one of the City of Ocoee's continuing contractors for small construction services providers (RFQ22-005). The attached cost estimate of \$125,173.33, to provide the sidewalk replacement, is based on the competitively bid and awarded City of Kissimmee contract. Additional locations will be added to the work in accordance with the Purchasing manual as this award does not exhaust the budget for the sidewalk replacement. This initial grouping of repairs has been clustered to maximize the unit costs and addresses Lake View Dr., The Highlands (Safe Harbour Dr., Windswept Ct. & Turnbuckle Ct.) and Silver Glenn (Chapel Ridge Dr. & Sterling Lake Dr.).

Public works recommends approval of this proposal in order to begin the sidewalk replacement in the City.

Issue:

Should the Honorable Mayor and City Commissioners award the contracted sidewalk repairs, utilizing an existing City of Kissimmee contract with APEC, LLC?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize a purchase order be issued for the contracted sidewalk repairs with APEC, LLC, utilizing the existing competitively bid City of Kissimmee contract IFB2022-002, in the amount of \$125,173.33, and authorize the City Manager and Staff to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for this project for all change orders.

Attachments:

1. Proposal City of Ocoee Side Walk Project
2. Sidewalk Repairs Quantities
3. Agreement City of Kissimmee APEC IFB 2022-002

Financial Impacts:

The work is adequately funded in the Public Works Streets Division budget in GL 321-541-10-5303.

Type of Item: Consent



American Persian Engineering & Construction LLC
5401 S. Kirkman Rd #336, Orlando, FL 327819
(407)6197888

04/14/2025

APEC takes Pride in every project and milestone completed. We strive to set a standard higher than the industry and are immensely proud to practice the best methodologies on providing the most efficient project management process.

OVERVIEW

We are pleased to provide you with the quote below on the services requested regarding the removal of the existing sidewalk and the installation of the new sidewalk. This proposal has been prepared in conjunction with the list which was provided by your office and below is information on the contract.

Contract: Piggyback Kissimmee IFB 2022-002 Alternative Paving Methods.
Project Name: City Wide Remove and Replace Sidewalk

No	Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	18	Miscellaneous Concrete Removal	SY	727.78	\$40.00	\$29,111.11
2	121	Concrete Sidewalk-(4" thickness)	SY	606.67	\$100.00	\$60,666.67
3	124	Concrete Sidewalk-(6" thickness)	SY	121.11	\$120.00	\$14,533.33
					Total	\$104,311.11
4	1	Mobalization	%	1	10%	\$10,431.11
5	3	Maintenance of Traffic	%	1	10%	\$10,431.11
					Grand Total	\$125,173.33

Sincerely

Arman PourMirza, PMP

NO.	Address	Length(Ft)	Width(Ft)	Depth(Inch)	Area 4"(SF)	Area 6"(SF)
1	538 SafeHarbour Dr	29	4	4	116	
2	554 SafeHarbour Dr	21	4	4	84	
3	535 SafeHarbour Dr	31	4	4	124	
4	570 SafeHarbour Dr	28	4	4	112	
5	584 SafeHarbour Dr	24	4	4	96	
6	596 SafeHarbour Dr	7	4	4	28	
7	593 SafeHarbour Dr	18	4	4	72	
8	612 SafeHarbour Dr	12	4	4	48	
9	626 SafeHarbour Dr	16	4	4	64	
10	639 SafeHarbour Dr	14	4	4	56	
11	623 SafeHarbour Dr	5	4	4	20	
12	658 SafeHarbour Dr	47	4	4	188	
13	676 SafeHarbour Dr	44	4	4	176	
14	655 SafeHarbour Dr	5	4	4	20	
15	686 SafeHarbour Dr	20	4	4	80	
16	683 SafeHarbour Dr	45	4	4	180	
17	517 SafeHarbour Dr	13	4	4	52	
18	517 SafeHarbour Dr	16	4	6		64
19	520 SafeHarbour Dr	23	4	6		92
20	1024 Windswept Ct	28	4	4	112	
21	1038 Windswept Ct	21	7	6		147
22	1038 Windswept Ct	24	4	4	96	
23	1054 Windswept Ct	22	4	4	88	
24	1100 Windswept Ct	6	4	4	24	
25	1074 Windswept Ct	20	4	4	80	
26	1074 Windswept Ct	4	4	6		16
27	1083 Windswept Ct	20	4	4	80	
28	1122 Windswept Ct	26	4	4	104	
29	1138 Windswept Ct	37	4	4	148	
30	1051 Turnbuckle Ct	17	4	4	68	
31	1003 Turnbuckle Ct	16	4	4	64	
32	1095 Turnbuckle Ct	10	4	4	40	
33	1078 Turnbuckle Ct	44	4	4	176	
34	1104 Turnbuckle Ct	5	4	4	20	
35	1118 Turnbuckle Ct	20	4	4	80	
36	1118 Turnbuckle Ct	16	4	6		64
37	1134 Turnbuckle Ct	16	4	4	64	
38	1161 Turnbuckle Ct	16	4	4	64	
39	1127 Turnbuckle Ct	19	4	4	76	
40	1154 Turnbuckle Ct	59	4	4	236	

41	1403 Chapel Ridge Dr	26	4	4	104	
42	1405 Chapel Ridge Dr	13	4	4	52	
43	1401 Chapel Ridge Dr	65	4	4	260	
44	1409 Chapel Ridge Dr	35	4	4	140	
45	1407 Chapel Ridge Dr	25	4	4	100	
46	1408 Chapel Ridge Dr	17	4	4	68	
47	1410 Chapel Ridge Dr	10	4	6		40
48	1410 Chapel Ridge Dr	32	4	4	128	
49	1414 Chapel Ridge Dr	10	4	4	40	
50	328 Sterling Lake Dr	43	4	4	172	
51	701 Lake View Dr	35	4	6		140
52	739 Lake View Dr	44	4	6		176
53	739 Lake View Dr	15	4	6		60
54	733 Lake View Dr	15	4	4	60	
55	735 Lake View Dr	4	4	6		16
56	731 Lake View Dr	22	4	4	88	
57	727 Lake View Dr	5	4	4	20	
58	719 Lake View Dr	52	4	4	208	
59	717 Lake View Dr	6	7	6		42
60	717 Lake View Dr	12	4	4	48	
61	715 Lake View Dr	14	4	4	56	
62	715 Lake View Dr	5	4	6		20
63	713 Lake View Dr	12	4	4	48	
64	713 Lake View Dr	6	4	6		24
65	707 Lake View Dr	22	4	4	88	
66	711 Lake View Dr	7	4	6		28
67	705 Lake View Dr	34	4	4	136	
68	701 Lake View Dr	80	4	4	320	
69	709 Lake View Dr	23	7	6		161
70	721 Lake View Dr	24	4	4	96	
71	719 Lake View Dr	4	4	4	16	
72	723 Lake View Dr	9	4	4	36	
73	725 Lake View Dr	10	4	4	40	
Total					5460	1090
				SY	606.67	121.11

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336, Orlando, FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its agents, employees, sub-contractors, or other persons, for which injury or damages result from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Arman Pourmouzas

Title: President

Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Orange

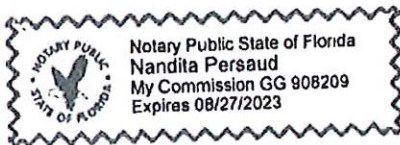
The foregoing instrument was acknowledged before me this 09 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Arman Pourmouzas President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023



CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez on Hunt
City Attorney



AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2022

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
Jean Arthur Associates, Inc.
5626 Red Bug Lake Road
Winter Springs, FL 32708

CONTACT
NAME:
PHONE
(A/C, No, Ext): (407) 699-9930 FAX
(A/C, No): (407) 699-5626
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company 24082

INSURER B: The Ohio Casualty Insurance Company 24074

INSURER C: Ace American Insurance Company 22667

INSURER D:

INSURER E:

INSURER F:

INSURED

AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION
LLC
5401 S Kirkman Rd Ste 210
Orlando, FL 32819

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 INSR	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:			BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability			G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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

EXHIBIT "A"

EXHIBIT "B"

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$22,962.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>No Bid</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>No Bid</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>No Bid</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>No Bid</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>No Bid</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>No Bid</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>No Bid</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>No Bid</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>\$1,420.00</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>No Bid</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

(Signature)
ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.
AP We do not take exception to Specifications.
(initial)

We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)
COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR BID TO THE ADDRESS
INDICATED ON THE BID COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.
BIDS NOT SO DELIVERED MAY BE REJECTED.

BY: _____ DATE: 5/05/2022
(signature)
Arman Pourmirza/ President EMAIL: Arman@Apec2.com
(typed name/title of signer)

TELEPHONE NO.: (407) 619 7888 FAX NO.: () _____

Attachment A

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this ____ day of _____, 20____, personally appeared

(print name) Arman Pourmirza/ President being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company) American Persian Engineering and construction LC DBA APEC LLC MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

Signature of Affiant

Arman Pourmirza
Typed/Printed Name of Affiant

5401 s. Kirkman Rd #336

Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)____ personally known or
____ produced identification. Type of identification produced _____

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$30.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$30.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi-post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstruction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstruction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstruction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____





AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2022

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 Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAC# 24082 INSURER B: The Ohio Casualty Insurance Company 24074 INSURER C: Ace American Insurance Company 22667 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 SUBR INSD YWVD	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 ☐ PROJ ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate \$ 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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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EXHIBIT "C"



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

STAFF REPORT

Meeting Date: May 6, 2025
Item #: 9

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

**Subject: Approval of the Purchase of a New Pump for Well #2 at the South Water Plant.
(Utilities Director Bolling)**

Background Summary:

As part of the approved City of Ocoee Budget for Fiscal Year 2023-2024, the Water Facilities Repair & Replacement (R&R) budget includes \$65,000.00 to inspect and make necessary repairs to Well #2 at the South Water Plant (SWP). A purchase order in the amount of \$14,372.50 was issued to Locke Well & Pump to pull and inspect the pump and 12" flanged pipe, as well as provide a video inspection of the well while the pump was out. After the pump was removed and inspected, it was determined that it would be more cost-effective to replace the pump. In addition, the video inspection of Well #2 revealed damage to the motor shaft assembly and the concrete riser. Locke Well & Pump provided a quote of \$62,587.16 to replace the pump and make the necessary structural repairs, bringing the combined cost of this project to \$76,959.66. Although this is over the budgeted amount of \$65,000.00, the Water Facilities R&R budget has adequate funds available for this project.

Issue:

Should the Honorable Mayor and City Commissioners approve the structural repairs and purchase a new pump for Well #2 at the SWP with Locke Well & Pump at a cost of \$62,587.16?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause structural repairs and the purchase of a new pump for Well #2 at the SWP by contracting with Locke Well & Pump at a cost of \$62,587.16. 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. Estimate

Financial Impacts:

This is adequately funded using Utilities Water Facilities Repair & Replacement Job#RR040-25.

Type of Item: Consent



Estimate

3685 OLD WINTER GARDEN RD
 ORLANDO, FL 32805
 PH: 407-299-8888 / Fax: 407-578-1840
 Email: Sales@lockewell.com

Date	Estimate #
4/9/2025	E25-0080

Name / Address
City Of Ocoee Attn: Accounts Payable 1 N Bluford Ave. Ocoee, FL 34761

Ship To
City Of Ocoee 1 N Bluford Ave. Ocoee, FL 34761 407-427-6336

Terms	Due Date	Rep
Net 15	4/24/2025	DD

Qty	Description
1	18EKH-1 stage Flowserve pump with Cast Iron Bowls, Standard enclosed style 316 Stainless Steel impeller design, Stainless Steel Collet, (bell turned to 17.50" OD), epoxy coat (OD only)
1	Labor & Material to Sandblast clean and epoxy coat (top coat Safety Blue) existing 12" Fabricated Discharge Head with repairing the existing 1.50" stuffing box (clean, inspect, new bearing, new packing) and epoxy coat (ID/OD). 1.50"-12TPI x (length to be determined) motor shaft assembly
1	Pour 3" concrete riser for discharge head base - Lift & Position discharge head w boom
1	(115ft) of 12" Threaded Column (Top 12" x 60" TBE, 10 of 12" x 120" T&C, and Two Bottom 12" x 60" T&C) x 1.50"-12TPI 416SS lineshaft and SS couplings, Bronze Drop-In Spiders, Buna inserts, .375 wall pipe, 1.50"-12TPI x (length to be determined) head shaft, epoxy coat column (ID/OD)
1	18" Stainless Steel Basket Strainer
	5 – 6 weeks (ARO)



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 10

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Notification of an Emergency Purchase with Cathcart Construction Company for Repairs to the Intersection of N Lakewood Avenue and Security Circle in accordance with Section 21.6 of the City of Ocoee Code of Ordinances. (Utilities Director Bolling)

Background Summary:

On Monday, December 16, 2024, the liner in Manhole #4543 (N Lakewood Ave & Security Cir) suffered a catastrophic failure during bypass pumping operations at Lift Station #63 (Security Circle). The failed manhole liner allowed sewage to seep between the layers of the road at the intersection of N Lakewood Avenue & Security Circle, causing the surface of the road to upheave. Staff contacted Cathcart Construction, an approved contractor for construction projects under \$500,000.00, who was able to provide immediate assistance by supplying MOT, sewage cleanup, and repaving the damaged section of road after the manhole liner was replaced. Staff notified the City Manager of the damage caused by the failed manhole and received approval to make any repairs necessary in order to open the road as quickly and safely as possible.

Issue:

Provide notification to the Honorable Mayor and City Commission of an Emergency Purchase that exceeds the City Manager's normal purchase authority in accordance with Section 21.6 of the City of Ocoee Code of Ordinances.

Recommendations:

Not Applicable - Notification only

Attachments:

1. Cathcart Invoice

Financial Impacts:

Funded using Job#RR032-25 - Wastewater-Maintenance & Repair Items & Emergencies

Type of Item: Consent

V- 9290



C C C Cathcart
 Construction Company - Florida, LLC
 A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive
Winter Springs, Florida 32708
<http://cathcartconstructioncompany.com>

Invoice

Bill to: City of Ocoee
 1800 A.D. Mims Rd
 Ocoee, FL 34761 US
 11111111111111111111

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Terms
1011		5504	01/29/25	02/28/25	Net 30 Days

Mth/Trans	Line	Description	Contract	Amount
01/25 34	1	Ocoee 20" Forcemain	5504-	55,331.00

Total	55,331.00
Sales Tax	
Less Retainage	
Total Due	55,331.00

5504 Ocoee 20" FM Repair

5504-01

Company	DESCRIPTION		Quantity	UNIT	MATERIALS		LABOR		SUB CONTRACT		CONTRACT		EQUIPMENT		TOTAL	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	COST CHANGE	
Material																
Subcontractor																
GPH	Asphalt Operation		1.00	LS					\$ 16,954.70	\$ 16,954.70					\$ 16,954.70	
GPH	Vactor Truck		1.00	LS					\$ 2,000.00	\$ 2,000.00					\$ 2,000.00	
Sunbelt	MOT		1.00	LS					\$ 340.53	\$ 340.53					\$ 340.53	
Sunbelt	MOT		1.00	LS					\$ 249.73	\$ 249.73					\$ 249.73	
										\$ -					\$ -	
Rental																
						\$ -									\$ -	
Mobilization / Demobilization			1.00	LS								10,000.00			\$ 10,000.00	
															\$ -	
Cathcart Labor																
Cathcart	Justin Williams - General Superintendent		5.00	HRS			\$ 208.00	\$ 1,040.00							\$ 1,040.00	
Cathcart	Nicholas Harper - Superintendent		10.00	HRS			\$ 208.00	\$ 2,080.00							\$ 2,080.00	
Cathcart	Ramon Jorge - Project Manager		2.00	HRS			\$ 172.00	\$ 344.00							\$ 344.00	
Cathcart	William White - Foreman		12.00	HRS			\$ 208.00	\$ 2,496.00							\$ 2,496.00	
Cathcart	Edward Huffstutler - Operator		12.00	HRS			\$ 130.00	\$ 1,560.00							\$ 1,560.00	
Cathcart	Deriklee Cordero-Segara - Skilled Labor		12.00	HRS			\$ 118.00	\$ 1,416.00							\$ 1,416.00	
Cathcart	Diogenes de los Santos Frias - Skilled Labor		12.00	HRS			\$ 118.00	\$ 1,416.00							\$ 1,416.00	
Cathcart	Connor Manning - Skilled Labor		12.00	HRS			\$ 118.00	\$ 1,416.00							\$ 1,416.00	
															\$ -	
Cathcart Equipment																
Cathcart Equipment	135 Size Excavator		8.00	HRS									\$ 240.00	\$ 1,920.00	\$ 1,920.00	
Cathcart Equipment	S44 Front End Loader		12.00	HRS									\$ 250.00	\$ 3,000.00	\$ 3,000.00	
Cathcart Equipment	Misc Hand Tools		1.00	LS									\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	
Cathcart Equipment	F-150 - Justin Williams		5.00	HRS									\$ 24.00	\$ 120.00	\$ 120.00	
Cathcart Equipment	F-150 - Nicholas Harper		10.00	HRS									\$ 24.00	\$ 240.00	\$ 240.00	
Cathcart Equipment	F-150 Ramon Jorge		2.00	HRS									\$ 48.00	\$ 96.00	\$ 96.00	
Cathcart Equipment	F-350 William White		12.00	HRS									\$ 48.00	\$ 576.00	\$ 576.00	
														\$ -	\$ -	
SUB TOTALS						\$ -		\$ 11,768.00		\$ 19,544.96		\$ 10,000.00		\$ -	\$ 51,114.96	
SALES TAX					7.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	
TOTAL DIRECT COSTS						\$ -		\$ 11,768.00		\$ 19,544.96		\$ 10,000.00		\$ -	\$ 51,114.96	
CONTRACTOR'S MARKUP					10.00%	\$ -	10.00%	\$ 1,176.80	10.00%	\$ 1,954.50	10.00%	\$ 1,000.00	10.00%	\$ -	\$ 3,131.30	
SUB TOTAL WITH MARKUP															\$ 54,246.26	
Insurance															2.00%	\$ 1,084.93
Total =															\$ 55,331.00	



209 San Carlos Ave
Suite 1181
Sanford, FL 32771

Invoice

Date	Invoice #
1/7/2025	2256

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

P.O. No.	Terms	Project
	Net 30	5504 Ocoee 20inch Forcem...

Item	Quantity	Description	Rate	Amount
Paving	1	5504 Ocoee 20inch Forcemain Install 106SY SP-12.5 30% RAP @1.5"	16,954.70	16,954.70
			Total	\$16,954.70



209 San Carlos Ave
Suite 1181
Sanford, FL 32771

Invoice

Date	Invoice #
12/16/2024	1070535962

Bill To
Cathcart Construction Company 1056 Willa Springs Drive Winter Springs, FL 32708

P.O. No.	Terms	Project
	Net 30	5504 Ocoee 20inch Forcem...

Item	Quantity	Description	Rate	Amount
Light Cleaning		12/16/2024: Sanitary Pipe - VAC Truck - Light Cleaning - Start: Lkwd&Security - End: DeadEnd - Length: 13 - Type: PVC - Notes: Northbound	0.00	0.00
Light Cleaning		12/16/2024: Sanitary Pipe - VAC Truck - Light Cleaning - Start: Lkwd&Security - End: DeadEnd - Length: 13 - Type: PVC - Notes: Southbound	0.00	0.00
Light Cleaning		12/16/2024: Sanitary Pipe - VAC Truck - Light Cleaning - Start: LiftStation - End: SrtMH - Length: 20 - Type: PVC	0.00	0.00
Light Cleaning	1	12/16/2024: Sanitary Pipe - VAC Truck - Light Cleaning - Type: PVC - Notes: Minimum day charge	2,000.00	2,000.00
			Total	\$2,000.00



FIELD ACTIVITY FORM

Customer Name & Job:

Customer:

Cathcart Construction Company

Job:

5504 Ocoee 20inch Forcemain

Date of Service: 12/16/2024

Invoice Number: 1070535962

Technician Name: Jason Magras

- Vac Truck

Time Arrived on Job: 09:00

Time Left Job: 04:00

Total Hours: 7

Activities

S. Start: Lkwd&Security	S. End: DeadEnd	Length: 13	Size: 8	Type: PVC	Desc: Sanitary Pipe - VAC Truck - Light Cleaning
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S. Start: Lkwd&Security	S. End: DeadEnd	Length: 13	Size: 8	Type: PVC	Desc: Sanitary Pipe - VAC Truck - Light Cleaning
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S. Start: LiftStation	S. End: SrtMH	Length: 20	Size: 20	Type: PVC	Desc: Sanitary Pipe - VAC Truck - Light Cleaning
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Type: PVC	QTY: 1	Desc: Sanitary Pipe - VAC Truck - Light Cleaning
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Job Notes: 2 13ft dead end runs.

1 20ft run from lift station to MH in the street.

Custom Signature:

Customer Printed Name: .



SUNBELT
RENTALS

INVOICE
SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	163272019-0001
ACCOUNT NO.	18137
INVOICE DATE	12/17/24
PAGE 1 of 1	

INVOICE TO



1oz - 350 - 352
CATHCART CONTRACTING COMPANY
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

JOB ADDRESS

REPAIR
101 SECURITY CIR
OCOE, FL 34761 2126
863-585-1406

RECEIVED BY HARPER, NICK	CONTRACT NO. 163272019
PURCHASE ORDER NO. 5504	
JOB NO. 88- REPAIR	
BRANCH ORLANDO TRENCH SAFETY 2704 JETPORT DR ORLANDO, FL 32827 5038 407-241-0511	

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
4.00	BAB-C2-10 120" BAB CORNER POST-2 WAY Billed from 12/16/24 thru 12/16/24	29.00	29.00	71.00	214.00	N/C
4.00	BAB-10 - BUILD-A-BOX PANEL - 2X10FT	25.00	25.00	63.00	189.00	N/C
68.00	BAB-PIN - 5/8 X 5" HITCH PIN & KEEPER					N/C
4.00	BAB-TS-5288 - TUBE STRUT 52"-88"	11.00	11.00	25.00	75.00	N/C
2.00	BAB-GF10 - BAB SHEET GUIDE - 10FT	63.00	63.00	159.00	477.00	N/C
26.00	ASG-10 BAB ALUMINUM SHEET - 10FT LONG	5.00	5.00	14.00	42.00	N/C
1.00	BAB-LE - BAB LIFTING EYES (SET/4)	6.00	6.00	16.00	48.00	N/C
1.00	LIFT SLING-4LEG-7MM (9/32") X 13FT CHAIN	29.00	29.00	72.00	216.00	N/C
10878732 Make: GUNNEBO Model: CSA-516AQOSL13 Ser #: 145037-1						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	85.000			85.0
	TRANSPORTATION SURCHARGE					
1	RENTAL PROTECTION PLAN	EA				
	DELIVERY CHARGE					250.00
FINAL BILL: 12/16/24 03:50 PM THRU 12/16/24 03:50 PM.						

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30
Invoices not paid within 30 days may be subject to a 1-1/2%
per month charge.

PERITA THORNTON perita.thornton@sunbeltrentals.com

SUBTOTAL	335.00
SALES TAX	5.53
INVOICE TOTAL	340.53

RENTAL RETURN



SUNBELT
RENTALS®

INVOICE
SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 163274364-0001

ACCOUNT NO. 18137

INVOICE DATE 12/19/24

PAGE 1 of 1

INVOICE TO



1oz - 373 - 385
CATHCART CONTRACTING COMPANY
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FL 32708

JOB ADDRESS

REPAIR
101 SECURITY CIR
OCOE, FL 34761 2126
863-585-1406

RECEIVED BY HARPER, NICK	CONTRACT NO. 163274364
PURCHASE ORDER NO. N/R	
JOB NO. 88- REPAIR	
BRANCH LAKE FAIRVIEW PC041 6647 N ORANGE BLOSSOM TRL ORLANDO, FL 32810 4123 407-578-2400	

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER 10225569 Make: GENIE Model: RL4 VERTICAL Ser #: RL4J-11121	115.00	115.00	335.00	575.00	115.0
	HR OUT: 2773.662 HR IN: 2776.827 TOTAL: 3.165					
	Billed from 12/16/24 thru 12/17/24					
	#CPU CPU					
1.00	4000W NARROW VERTICAL MAST LIGHT TOWER 10212190 Make: GENIE Model: RL4 VERTICAL Ser #: RL4J-10964	115.00	115.00	335.00	575.00	115.0
	HR OUT: 4876.200 HR IN: 4879.757 TOTAL: 3.557					
	#CPU CPU					
	Rental Sub-total:					230.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL 2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE	EA	4.480			4.4
	FINAL BILL: 12/16/24 03:30 PM THRU 12/17/24 08:55 AM.					

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30
Invoices not paid within 30 days may be subject to a 1-1/2%
per month charge.

PERITA THORNTON perita.thornton@sunbeltrentals.com

SUBTOTAL	234.48
SALES TAX	15.25
INVOICE TOTAL	249.73

RENTAL RETURN

Bolling, Jen

From: Bolling, Jen
Sent: Monday, December 16, 2024 9:07 AM
To: Shadrix, Craig
Cc: Rumer, Michael
Subject: Fwd: N Lakewood Ave @ Security Cir Sewer Utility Repair- Single Lane

Sent from my iPhone

Begin forwarded message:

From: "Katro, Kelsey" <KKatro@ocoee.org>
Date: December 16, 2024 at 9:01:36 AM EST
To: "Wright, Joy" <JWright@ocoee.org>, "Ochoa, Kaitlyn" <KOchoa@ocoee.org>, "Marvich, Brent" <BMarvich@ocoee.org>
Cc: "Bolling, Jen" <JBolling@ocoee.org>, "Hopper, Trent" <Thopper@ocoee.org>
Subject: N Lakewood Ave @ Security Cir Sewer Utility Repair- Single Lane

Good morning Joy-

We have an unplanned Sewer utility repair happening this morning on N Lakewood Ave between Lyman St and south of Security Cir. N Lakewood Ave has only 1 lane of traffic while the repair is being assessed with Maintenance of Traffic (MOT) crews on site.

Attached is a map showing the affected area. Please let me know if you need additional information.

I will send updates as they are available. Can we please have this information posted on social media as well as Ocoee website?

With N Lakewood being a busy road- we are hoping to have people avoid the area, reduce impact to residents & traffic, and ensure on site crews are safe as well.

Thank you,

Kelsey Katro, GISP
GIS Analyst- Utilities
kkatro@ocoee.org



Ocoee
Florida
Utilities Department
1800 A.D. Mims Road
Ocoee, FL 34761-4001
Office: 407.554.7230
Cell: 407.630.0820

North Lakewood Ave Sewer Utility Repair



Legend



Sanitary Sewer Lift Station

There is an Sewer Utility Repair happening on North Lakewood Ave on 12/16/2024.

North Lakewood Ave from Lyman St to south of Security Cir is single lane traffic with repair crews on site.



Last Updated: December 16, 2024

Overview Map





CITY OF OCOEE

SOLE SOURCE/SINGLE SOURCE STANDARDIZATION PROCUREMENT JUSTIFICATION

Vendor Name:	Cathcart Construction Company		
Date Submitted:	04/08/25	Department/Division:	Utilities
Requisition Number:	UT004801	Technical Contact Name:	Trent Hopper
Amount of Purchase:	55,331.00	Technical Contact Phone:	407-905-3159

Sole Source procurements are proprietary and used when only one vendor is able to provide commodities, contractual services, or construction services of adequate quality or quantity that meet City's requirements, or when compatibility with existing systems requires procurement from a single source. Single Source procurements are preferred vendor procurements. Single source vendors should only be used when it is determined that it is in the best interest of the City. In accordance with Florida Statute 839.13, any public officer, or employee of a public agency, knowingly and willfully concealing any issue or falsifying any document shall be guilty of a misdemeanor punishable as provided in FS. 775.082 or FS.775.083. Further, per Florida Statute 838.22 (2), it is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services.

1. What are the circumstances resulting in this non-competitive procurement?

- ☐ This item/service is available only from a single source.
- ☐ The federal awarding agency or pass-through entity expressly authorized non-competitive proposals in response to a written request from the non-Federal entity. (Documentation is required)
- ☐ After solicitation of a number of sources, competition is determined inadequate.
- ☒ N/A-Emergency Sewer repair

2. If this product/service is proprietary, have you confirmed that there are no authorized distributors or service partners able to compete for this award?

- ☐ Yes, vendor has confirmed in writing that they are an exclusive distributor or the exclusive source of services. (If yes, documentation is required. Include with this form the vendor's signed statement on letterhead.)
- ☒ Not Applicable

3. Explain what part(s) of the requirement restrict this requisition to only one supplier and explain why these requirements are essential to the accomplishment of your work. Also explain any necessity for compatibility with existing equipment or instrumentation (if applicable).

4. List any known company, other than your suggested source, who supplies similar goods/services and provide the reasons competing goods/services are not conforming.

We only reached out to Cathcart due to this was an emergency repair and wasn't time to contact anyone else. This was an unplanned sewer repair that needed repairing ASAP

5. Detail any adverse impacts to the city if this sole/single source is not approved. If the recommended source was unable to provide these goods/services how would the city accomplish its objective?

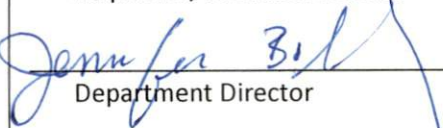
This was an emergency repair for a SEWER repair of Ocoee 20" Foremain that had to be repaired ASAP, If not fixed this would have caused a hazardous condition. This emergency repair was on N Lakewood Ave between Lyman St and South of Security Cir N Lakewood Ave

6. Detail the research and analysis conducted to determine that the pricing associated with this sole/single source requisition is fair and reasonable.

(Attach additional sheets if necessary).

APPROVAL PROCESS

I certify that to the best of my knowledge, this request is a sole or single source and the information provided herein is accurate and truthful. Note Sole/Single Source Procurements \$50,000 and greater require City Commission Approval.

REQUESTING DEPARTMENT/DIVISION	
Requestor/Technical Contact	Date
	4/15/25
Department Director	Date
City Manager (\$25,000 - \$49,999.99)	Date
Purchasing (\$5,000 - \$24,999.99)	Date
City Commission Approval Date (\$50,000 and over)	
Purchasing File with PO #	



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 11

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of FlaWARN Mutual Aid Agreement for Water/Wastewater. (Utilities Director Bolling)

Background Summary:

The City of Ocoee is a member of Florida's Water/Wastewater Agency Response Network (FlaWARN), a formalized system of "utilities helping utilities" during man-made and natural disasters. FlaWARN was established in 2005 after the devastating impacts of 2004's hurricanes. It is a formalized mutual aid response network of utilities willing to provide critical resources to member utilities during man-made or natural disasters, and is a support entity to the Florida Department of Environmental Protection (FDEP) in partnership with the University of Florida. Being a member of FlaWARN provides the City access to a database of available resources. However, to receive aid and provide aid to other utilities during and after disasters requires that the City enter into a FlaWARN Mutual Aid Agreement (MMA) for Water/Wastewater. The MMA expedites the rapid emergency response between FlaWARN member utilities by codifying how the City and other utilities share resources such as personnel teams, facilities, equipment, and supplies during recovery efforts. The MMA establishes the terms under which one party provides resources to another party and how reimbursement is fulfilled upfront. Personnel fees are reimbursed for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits. Equipment reimbursement is based on FEMA's schedule of equipment rates. FlaWARN provides an extra layer of protection in emergency situations where service restoration is critical. The MMA outlines terms and conditions of reimbursement prior to any member requesting and receiving assistance to ensure both rapid response and reimbursement. Participation in disaster recovery under the MMA is at the City's discretion.

Issue:

Should the Honorable Mayor and City Commissioners approve the FlaWARN Mutual Aid Agreement for Water/Wastewater?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the FlaWARN Mutual Aid Agreement for Water/Wastewater.

Attachments:

1. Mutual Aid Agreement

Financial Impacts:

None, there is no financial impact associated with the approval of this agreement.

Type of Item: Consent

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 ____ .

Water/Wastewater Utility Representative(s):

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility

CITY OF OCOEE SIGNATURE PAGE
(FlaWARN Mutual Aid Agreement for Water/Wastewater)

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON

_____, _____
UNDER AGENDA ITEM NO. _____

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



STAFF REPORT

Meeting Date: May 6, 2025
Item #: 12

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance for 283 10th Avenue - Cox Property Annexation & Rezoning from Orange County R-2 to City of Ocoee R-1; Project No. AX-02-25-01 & RZ-25-02-01. (Planner I Belizaire)

Background Summary: Owner/Applicant: Sherry Lee Cox

General Location: The property is in Commission District 1 and is located at the northwest corner of 10th Avenue and Peters Avenue intersection.

Property Size & Parcel Identification Number: The property contains approximately 0.36 acres and is assigned parcel ID number 08-22-28-5960-22-010.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (4 units per acre)	County R-2	Single-family residential dwelling	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Recreation and Open Space	R-1	Municipal Park and Recreation
South	Orange County	Low Density Residential	R-2	Single-Family Residential
East	City of Ocoee	Low Density Residential	R-1	Single-Family Residential
West	Orange County	Low Density Residential	R-2	Single-Family Residential

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761
Phone: (407) 905-3100 ▪ www.ocoe.org

the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City R-1	Single Family Dwelling	Conventional R-1 standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north and east by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with the Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed R-1 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Access: Access will continue to be via 10th Avenue.

Utilities: The property owner has requested water service from the City. City water service is available from an existing 12" water main located east of property in Peters Ave right-of-way. After the annexation has been executed and recorded with Orange County, the Utilities Department will begin the design and permitting process to bring water service to the property. The water service installation for this property will require an Orange County right-of-way permit, which will increase the turnaround time. No sewer lines are available, and a private septic system will serve the property.

Transportation: No issues are anticipated as the property is entitled to have one (1) single family dwelling.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 1.2 miles of the property and can be provided within a five (5) minute response time at a 750 gpm water flow. Police service is available within Patrol Zone 51 within a 3-minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property. See attached document for complete report.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-2 (Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Cox property located at 283 10th Avenue?

Recommendations:**Development Review Committee (DRC):**

The Development Review Committee (DRC) met on Tuesday, April 1, 2025, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-2 (Single Family Residential District) to City R-1 (Single Family Dwelling District) for the Cox property located at 283 10th Avenue.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at its April 8, 2025 hearing and, identifying no issues, made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-2 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Cox Property located at 283 10th Avenue.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commission approve the proposed annexation and rezoning from Orange County R-2 (Single Family Residential District) to City of Ocoee R-1 (Single Family Dwelling District) for the Cox property located at 283 10th Avenue.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Ordinance - 283 10th Avenue Cox Property
6. Rezoning Ordinance - 283 10th Avenue Cox Property
7. Annexation and Rezoning Feasibility Report
8. Business Impact Estimate Form

Financial Impacts:

N/A

Type of Item: First Reading

283 10th Avenue
Location Map

Harris Rd

10th Ave



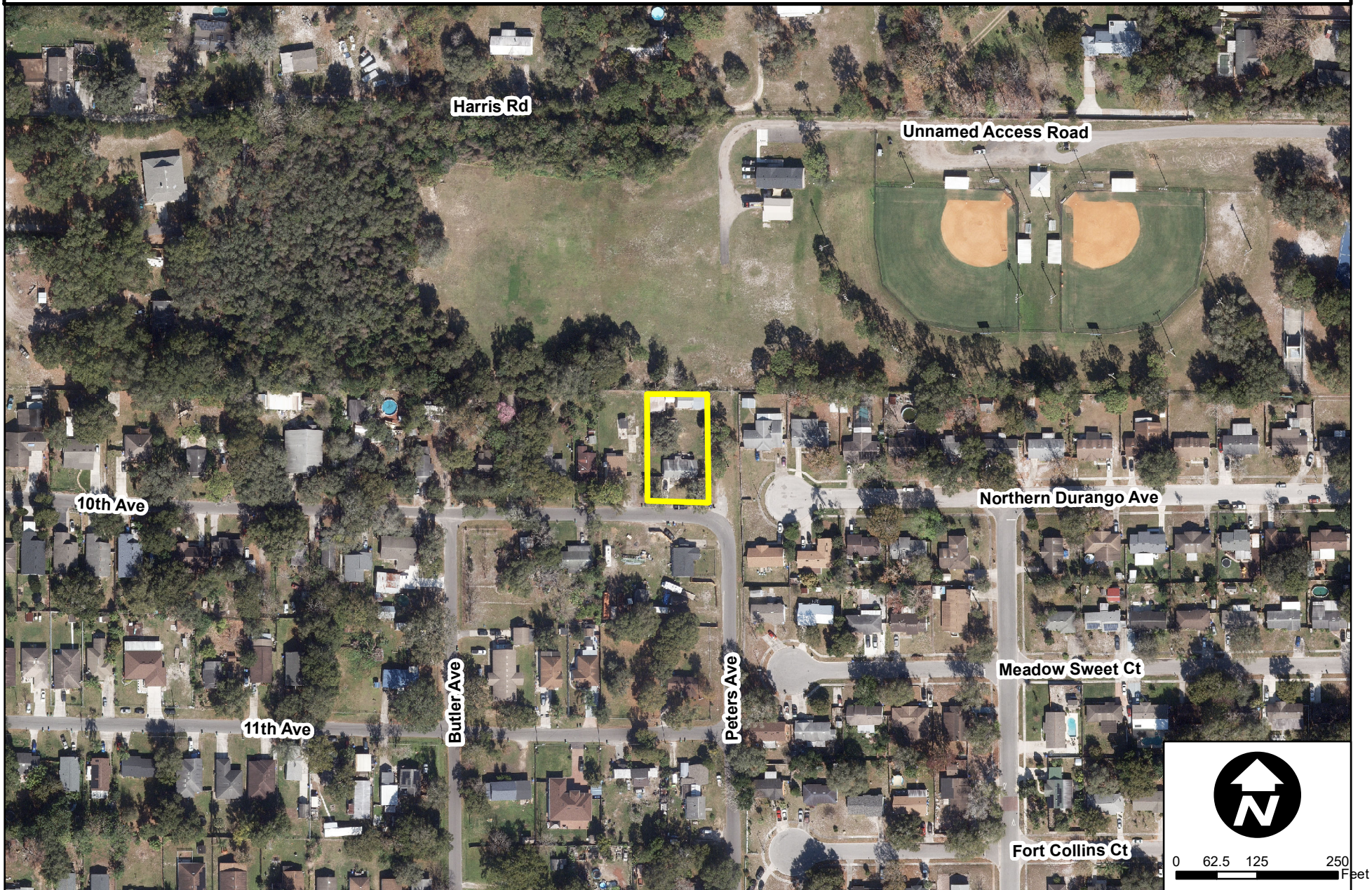
11th Ave

12th Ave

Peters Ave



283 10th Avenue Aerial Map



283 10th Avenue Surrounding Future Land Use Map



Development Services
Department

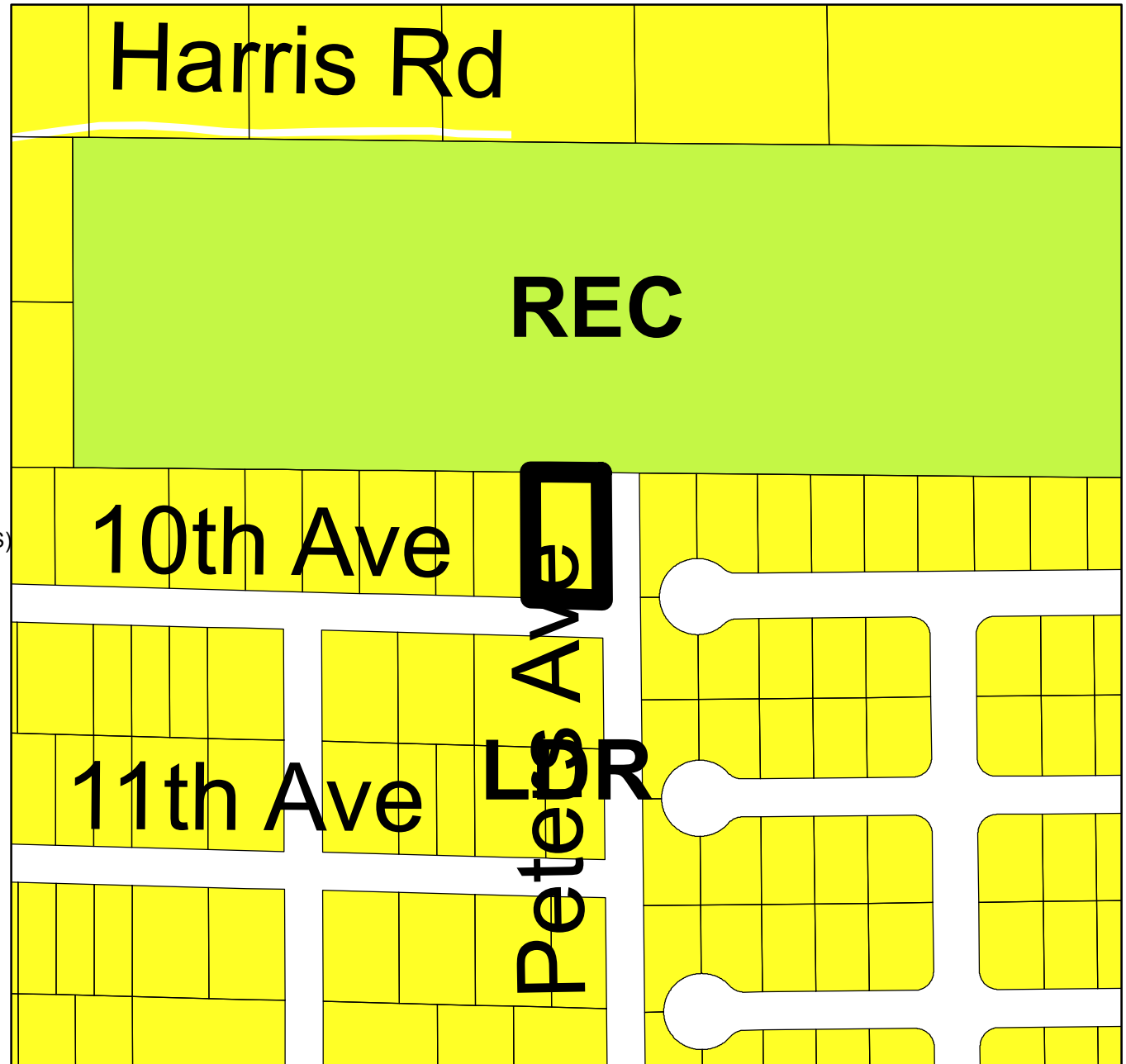
0 50 100 200
Feet

Created: April 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



283 10th Avenue Surrounding Zoning Map



Development Services
Department

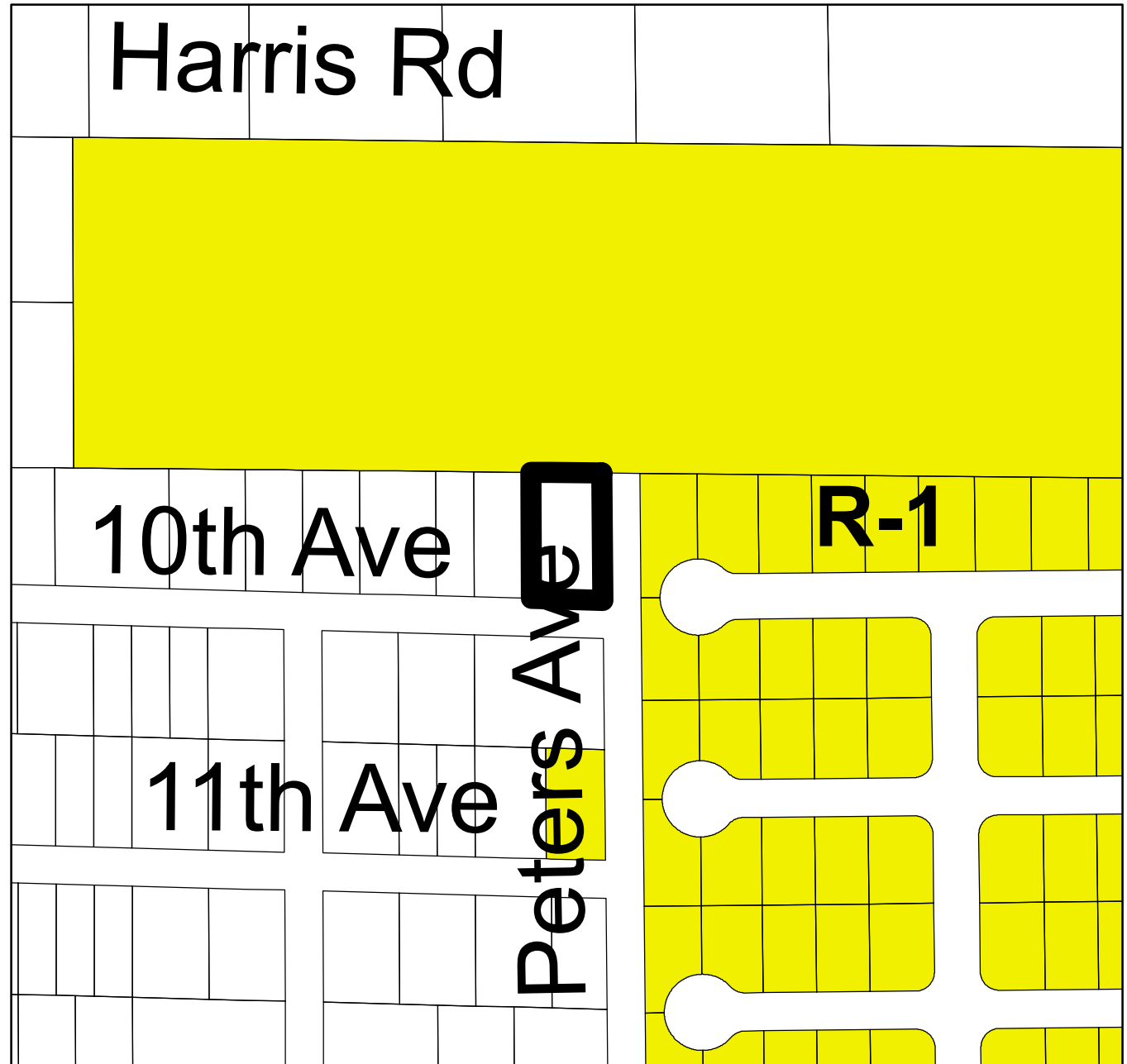
0 50 100 200
Feet

Created: April 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



**ORDINANCE NO. 2025-
(Annexation Ordinance for 283 10th Avenue –
Cox Property)**

TAX PARCEL ID: 08-22-28-5960-22-010

CASE NO. AX-02-25-01: 283 10th Avenue –Cox Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.36 ACRES LOCATED AT 283 10TH AVENUE ON THE NORTHWEST CORNER OF THE 10TH AVENUE AND PETERS AVENUE INTERSECTION, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.36 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on April 8, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. 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 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

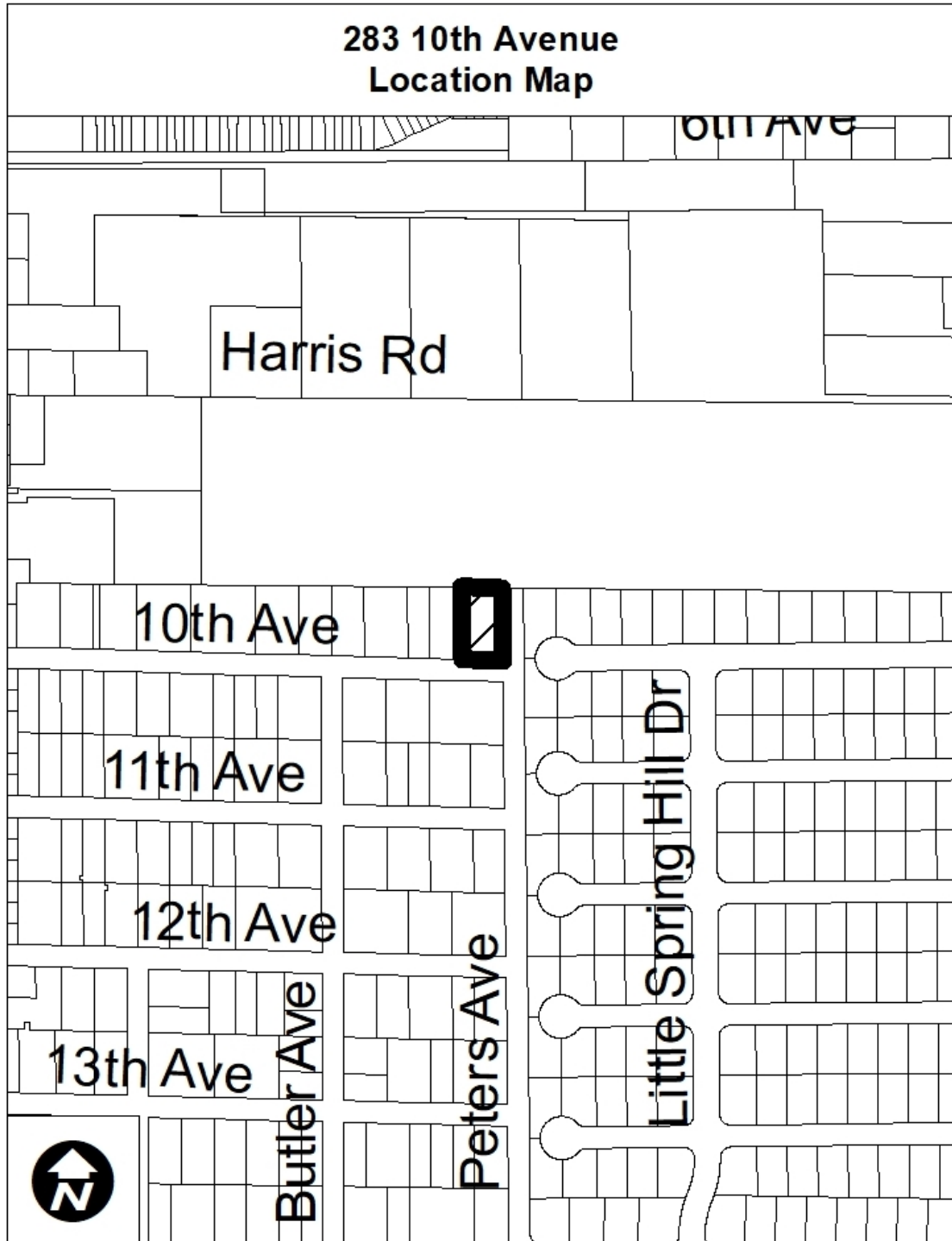
LEGAL DESCRIPTION

PARCEL ID NO.: 08-22-28-5960-22-010

NORTH OCOEE ADDITION NO 2 O/69 LOT 1 & E 25 FT OF LOT 2 BLK 22

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 283 10th Avenue
– Cox Property)**

TAX PARCEL ID: 08-22-28-5960-22-010

CASE NO. RZ-25-02-01: 283 10th Avenue – Cox Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-2 (RESIDENTIAL DISTRICT) TO CITY OF OCOEE R-1 (SINGLE FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.36 ACRES LOCATED AT 283 10TH AVENUE ON THE NORTHWEST CORNER OF THE 10TH AVENUE AND PETERS AVENUE INTERSECTION, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.36 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-2 to City of Ocoee R-1; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on April 8, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission

find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on May 20, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.36 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-2 to City of Ocoee R-1. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

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: _____
City Attorney

EXHIBIT "A"

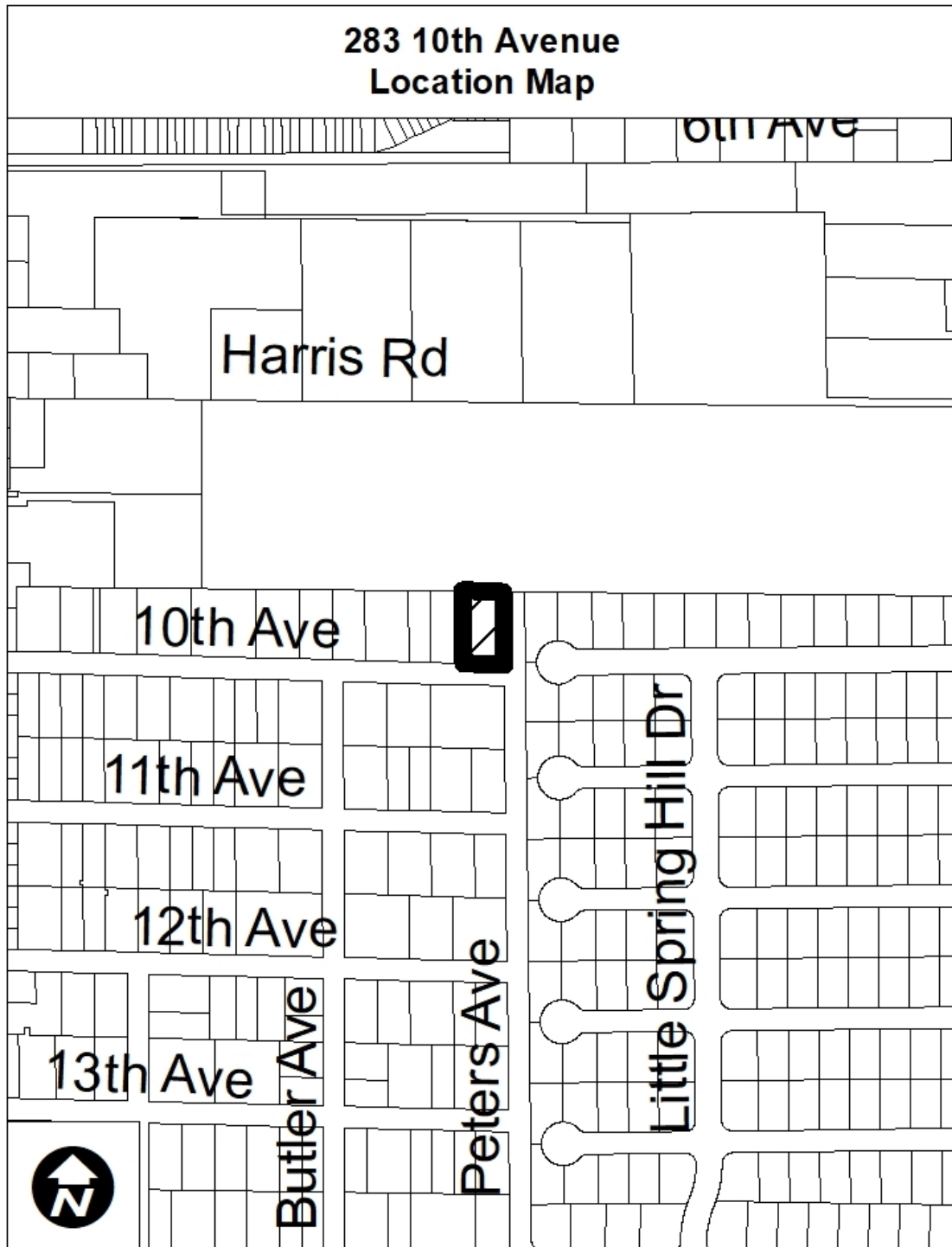
LEGAL DESCRIPTION

PARCEL ID NO.: 08-22-28-5960-22-010

NORTH OCOEE ADDITION NO 2 O/69 LOT 1 & E 25 FT OF LOT 2 BLK 22

EXHIBIT "B"

LOCATION MAP



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-02-25-01 & RZ-25-02-01

APPLICANT NAME: Sherry Lee Cox

PROJECT NAME: 283 10TH AVENUE

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT		Berenice Belizaire, Planner I
A. Applicant/Owner		
1. Owner (if different from Applicant):	Sherry Lee Cox	
B. Property Location		
1. General Location:	The property is located at the northwest corner of the 10th Avenue and Peters Avenue intersection.	
2. Parcel Identification Number:	08-22-28-5960-22-010	
3. Street Addresses:	283 10th Avenue	
4. Size and Number of Parcels:	0.36 acres (1 parcel)	
C. Use Characteristics		
1. Existing Use:	Single-family dwelling	
2. Proposed use:	Single-family dwelling	
3. Density / Intensity:		
4. Projected Population:	N/A	
D. Zoning and Land Use		
1. Orange County Future Land Use:	Low Density Residential	
2. Orange County Zoning:	R-2	
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM	
4. Proposed Ocoee Zoning:	R-1	
E. Consistency		
1. Joint Planning Area:	Yes	
2. Comprehensive Plan:	Yes	
II. FIRE DEPARTMENT		
1. Estimated Response Time:	5 minutes or less	
2. Distance to Property:	1.2 miles	
3. Fire Flow Requirements:	750 gpm	
III. POLICE DEPARTMENT		
1. Police Patrol Zone / Grid / Area:	51	
2. Estimated Response Time:	3 minutes	
3. Distance to Property:		
3. Average Travel Time		

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
---------------------------	-------------------------------

1. Property Appraiser Market Value:	\$219,104
2. Property Appraiser Taxable Value	\$113,460
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T'Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
--	-------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No water main extension needed, only service line installation required.
4. Location and Size of Nearest Water Main:	12" water main located east of property in Peters Ave right-of-way.

	B. Sanitary Sewer	
--	--------------------------	--

1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 8" force main on N Lakewood Ave.
5. Annexation Agreement Needed:	Annexation agreement needed for water service. City sewer service is not being provided at this time.

	C. Other	
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1. Utility Easement Needed:	No
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes – 10 th Avenue
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION

A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.36 ACRES LOCATED AT 283 10TH AVENUE ON THE NORTHWEST CORNER OF THE 10TH AVENUE AND PETERS AVENUE INTERSECTION AND ASSIGNED PARCEL ID NUMBER 08-22-28-5960-22-010, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinances will annex and rezone the property located at 283 10th Avenue—the Cox property—into the city from Orange County R-2 (Residential District) to City of Ocoee R-1 (Single-Family Dwelling District). The purpose of the annexation and rezoning is to provide the property with a connection to city water service, which promotes public health by providing access to quality utility services.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is so that the property located at 283 10th Avenue—Cox Property—will be within the City of Ocoee in order to connect to city water service and improve the public health of the residents.



STAFF REPORT

Meeting Date: May 6, 2025

Item #: 13

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Appointment of Members to the Human Relations Diversity Board (HRDB). (Deputy City Clerk Parks)

Background Summary:

The Human Relations Diversity Board (HRDB) was established by resolution on September 16, 2003. Subsequent amendments to the resolution followed, with the most recent amendment providing for changes to membership and clarifying requirements as adopted by Resolution 2023-01 on January 17, 2023. The HRDB's general mission is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. The board consists of seven (7) voting members: five (5) members are appointed by the City Commissioners, with each Commissioner selecting one member from their respective district, and the Mayor appointing one member from any district. Additionally, two (2) at-large members are chosen by the City Commissioners from a pool of eligible applicants who have submitted an application to serve on City Boards.

In accordance with the by-laws, effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two (2) year term. Those terms will expire in May 2025. Additionally, there is also a vacancy in District 4, as that member resigned. The Commissioners for Districts 1 and 3 may either reappoint the current members or select new individuals who have expressed interest and submitted applications to the City Clerk's Office. These appointments will serve 3-year terms, expiring in May 2028. The City Commission will appoint one (1) at-large member from a list of eligible applicants to serve a 3-year term, also set to expire in May 2028. The District 4 Commissioner will fill the vacant seat for that district, with a new appointment to complete the current 3-year term, which will expire in May 2026. The City Clerk's Office has received three applications; two (2) from current members seeking re-appointment and one (1) from a resident seeking appointment. Hemraj (Vinny) Singh is the current member for the District 1 seat, Kellie Beck, is the current member for the first of the two at-large seats and also a resident of District 1, and James R. McLenagan is a resident of District 2 seeking appointment.

Issue:

Should the Honorable Mayor and City Commissioners appoint one member each from Districts 1 and 3, as well as one at-large member from any district, to serve three-year terms to expire in May 2028, and appoint a member from District 4 to fill a vacant seat with a term expiring in May 2026?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners appoint one member each from Districts 1

and 3, as well as one at-large member from any district, to serve three-year terms to expire in May 2028, and appoint a member from District 4 to fill a vacant seat with a term expiring in May 2026.

Attachments:

1. 2023-01 Resolution Relating to the HRDB and Bylaws
2. HRDB Application - Hemraj (Vinny) Singh - District 1
3. HRDB Application - Kellie Beck - District 1
4. HRDB Application- James R McLenagan - District 2

Financial Impacts:

None

Type of Item: Regular

RESOLUTION NO. 2023-01

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, AMENDING RESOLUTION NO. 2021-002 RELATING TO THE HUMAN RELATIONS DIVERSITY BOARD BY PROVIDING FOR A CHANGE IN MEMBERSHIP; CLARIFYING OTHER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida, provides that the City of Ocoee has the power to create boards, commissions and committees to advise and assist the City in carrying out municipal functions; and

WHEREAS, the City Commission of the City of Ocoee adopted Resolution 2003-021 on September 16, 2003 creating the Human Relations Diversity Board and adopting its Bylaws; and

WHEREAS, the City Commission subsequently modified Resolution 2003-021 through the action of Resolutions 2004-011, 2010-010, 2013-007, 2015-014, 2016-009 and 2021-002; and

WHEREAS, the City Commission believes it is in the best interest of the city and the Board to amend the Membership and Bylaws of the Human Relations Diversity Board.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida and Chapter 166, Florida Statutes.

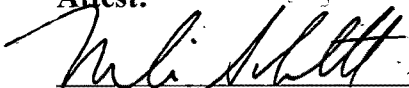
SECTION 2. Purpose. The language of the enabling legislation and Bylaws contained in Resolution 2021-002 is hereby revised, as shown on **Exhibit "A"** to this Resolution. Deletions from the original content are shown in strikethrough text; additions are shown in underlined text.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 17th day of January, 2023.

Attest:



Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA

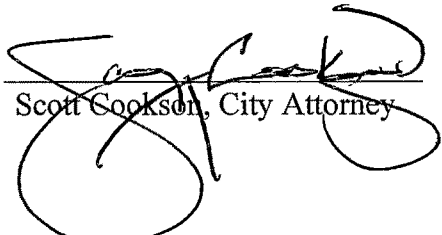


Rusty Johnson, Mayor

ADOPTED THIS 17th DAY OF
January, 2023, UNDER
AGENDA ITEM NO. 4

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS
17th DAY OF JAN., 2023.

SHUFFIELD, LOWMAN & WILSON,
P.A.

BY: 

Scott Cookson, City Attorney

EXHIBIT "A"

I. Mission:

The general mission of the Human Relations Diversity Board ("HRDB") is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

II. Objectives:

A. Foster mutual understanding and **respect** among all persons emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to the elimination of prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encouraging equality of treatment for, and preventing discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

III. Membership:

A. The HRDB shall consist of no less than five (5) and no more than seven (7) voting members. The City Commission shall designate one member of the City Commission, and the City Manager shall designate one member of staff, both of whom will serve as liaisons (non-voting) members. The duties of the liaisons appointed by the Commission and City Manager are to assist the HRDB in attaining the HRDB objectives and report the HRDB's progress to the Commission and City Manager periodically - not to provide direction or directives to HRDB members or the HRDB in general unless the City Commission has authorized same. In addition, from time to time, the City Commission may designate one (1) member representing an organization with operations in the City (such as a church or other civic organization) to serve as a liaison (non-voting) member for a term determined by the City Commission. For the initial five (5) voting members, each City Commissioner shall appoint one (1) person from the Commissioner's district to be an HRDB member. The Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting HRDB members will be appointed by the City Commission from a list of interested and eligible persons who have completed an Application for Serving on City Boards available from the City Clerk, and who are representative of the diversity of the community, including race, sex, age, religion, disability, sexual orientation, and ethnic group. The two (2) at-large members may be from any district, except that at no time shall both at-large members be from the same district. Members are expected to attend Board meetings and participate in a minimum of one Board-sponsored event per calendar year. Applicants for membership should anticipate that participation will require considerable devotion of personal time. Effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two

(2) year term and the member appointed from District 2, the member appointed from District 4, the member appointed by the Mayor and the second of the two (2) at-large members shall serve a three (3) year term. Once the terms of an original appointed member expires, subsequent, members shall serve a three (3) year term and may be reappointed, irrespective of the number of terms previously served. In the event of a vacancy in a member appointed by a City Commissioner, the applicable City Commissioner shall appoint the new member from that Commissioner's district. In the event of a vacancy in a member appointed by the Mayor, the Mayor shall appoint the new member from any district. In the event of a vacancy in an at-large member, the City Commission shall appoint the new member from any district other than the district of any current at-large member. Subsequent at-large members shall meet the same requirements as the initial at-large members. Vacancies shall remain vacant until appointed as provided herein.

B. Only those persons who reside in Ocoee shall be eligible for membership. Persons who were convicted of a felony or a misdemeanor involving moral turpitude are ineligible.

C. Members of the HRDB shall meet as determined by, and in accordance with, the provisions of the Bylaws for the HRDB and/or at such other times as may be called by the Chair thereof. Notice of each meeting shall be provided to all members of the HRDB within a reasonable time prior to the meeting. All meetings of the HRDB will be open to the public with notice of the place, day, and hour of the meeting posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting.

D. Members shall be subject to the Florida Sunshine Law and Robert's Rules or Order.

E. The members of the HRDB may not vote upon a matter at a meeting unless 50% plus one of the members (a quorum) is present. Liaison members, because they are non-voting, are not to be included in a count of the members for the purpose of determining whether a quorum is present.

F. All members serve at the pleasure of the City Commission and may be removed for cause at any time. In no event will the HRDB have the authority to remove any member. Any member who misses three consecutive regular meetings or five regular meetings in a 12-month period or does not participate in one board-sponsored event shall be deemed to have resigned by the HRDB. Any member submitting a voluntary resignation must do so in writing to the City Clerk.

G. Each member shall attend and complete diversity training and ethics training within twelve (12) months of being appointed. Such training will be paid for by the City and directed by the City Clerk.

IV. Bylaws:

The Bylaws for the HRDB shall be as set forth below, which are attached hereto and incorporated herein by reference.

CITY OF OCOEE HUMAN RELATIONS/DIVERSITY BOARD

BYLAWS

ARTICLE 1

(Name of Organization)

The official name of this organization shall be the City Of Ocoee Human Relations Diversity Board("HRDB").

ARTICLE 2

(Purpose and Objectives)

1. Mission. The general mission of the HRDB is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

2. Objectives. The objectives of the HRDB are:

A. Foster mutual understanding and respect among all persons, emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to eliminating prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encourage equality of treatment for, and prevent discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

ARTICLE 3

(Officers)

1. The HRDB shall be governed by three officers: Chair, Chair-Elect, and Past-Chair. The HRDB shall elect from among its members a Chair-Elect and any such other officers and assistant officers as may be deemed necessary by affirmative vote of a majority of the members present at a meeting at which a quorum is present. At the end of his or her term as Chair-Elect, the incumbent shall become Chair and the former Chair shall become the Past-Chair. The City Clerk shall assign a person to serve as recording clerk of the HRDB. Said person is not a member of the HRDB. There is no specific term for this office; the City Clerk may appoint a new person to fulfill this role as the need arises.

2. Elected HRDB officers shall each serve for a term of one (1) year or until their successors are elected. Officers shall not be limited in the number of terms they serve. At each election, the members may vote to retain the current slate of officers in their present positions rather than allow the progression of officers to occur. Vacancies which occur among the officers of the HRDB during the term of service may be filled by the HRDB at its next regular meeting, provided that there is at least one week's notice of the election prior to the meeting.

ARTICLE 4

(Duties of Officers)

1. Duties of the Chair. The Chair shall in general supervise and control the affairs of the HRDB and perform all other duties incident to the office of Chair. The Chair shall preside at all meetings of the HRDB and shall hold ex-officio membership on all subcommittees. The Chair shall perform all other duties ordinarily pertaining to the office and shall appoint all subcommittees.

2. Duties of the Chair-Elect. The Chair-Elect shall perform the duties of the Chair in the absence of the Chair, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

3. Duties of the Past-Chair. The Past-Chair shall perform the duties of the Chair in the absence of the Chair and Chair-Elect, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

4. Duties of the Recording Clerk. The Recording Clerk shall ensure that the meetings are recorded and shall have the duty of preparing minutes of each motion made and vote taken during each regular or special meeting of the HRDB, preparing correspondence, and making and posting announcements of HRDB and subcommittee meetings.

5. The duties of any office created by the HRDB shall be those assigned in the motion creating the office but cannot conflict with the duties assigned to any office established by these Bylaws.

ARTICLE 5

(Subcommittees)

1. The HRDB may create such subcommittees as may be required to attain its objectives, as set forth in Article 2. Subcommittee Chair shall be selected by the members of each subcommittee.

2. Subcommittee Meetings. Subcommittees may meet with such frequency as they deem appropriate for the assigned task. Notification of all subcommittee meetings shall be provided to all members no less than five (5) days prior to each meeting. All meetings of any subcommittee shall be open to the public with notice of the date, place, and time posted at Ocoee

City Hall at least forty-eight (48) hours in advance of any such meeting. Subcommittee meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business according to the scope of the subcommittee. Subcommittee meetings need not be recorded or attended by the Recording Clerk.

ARTICLE 6

(HRDB Meetings)

1. Regular Meetings. Regularly scheduled meetings shall be held throughout the year. The frequency and specific calendar shall be determined by consensus at the first meeting of the year and shall include a first meeting date for the following calendar year. Notification of all regular meetings shall be provided to all members no less than seven (7) days prior to each meeting. All meetings of the HRDB shall be open to the public with notice of the date, place, and time posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting. The Recording Clerk shall prepare minutes of each motion made and vote taken during each regular meeting.

2. Special Meetings. Special meetings may be called by the Chair or the Chair-Elect or by a majority of the HRDB members. Notification of all special meetings shall be posted in the same manner as regular meetings, but with not less than five (5) days prior notice. Special meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business specifically set forth in the notice. The Recording Clerk shall prepare minutes of each of each motion made and vote taken during each special meeting.

3. Meeting Set-Up. Regular meetings shall be held in the Commission Chambers at City Hall, or such other location as determined by the Recording Clerk if the Commission Chambers are unavailable. The Recording Clerk shall sit on the dais or other area with access to recording equipment. Voting members shall sit around a table with the liaison members and members of the public seated in the audience chairs.

ARTICLE 7

(Quorum and Voting)

1. Quorum. For the purpose of conducting the regular business of the organization, 50% plus one of the total of all current members shall constitute a quorum. Liaison members cannot be counted when determining the presence of a quorum.

2. Voting. Voting shall be done by voice vote or by show of hands at the discretion of the Chair. Votes may only be taken at a properly noticed meeting at which a quorum is present. Unless otherwise provided in these Bylaws, the passage of any item shall require a simple majority vote of those in attendance. Each duly qualified member in attendance, including officers, shall be

entitled to one vote. Voting by proxy, absentee ballot, electronic mail, or by telephone shall not be permitted.

ARTICLE 8

(Parliamentary Authority)

The parliamentary procedural rules found in the current edition of Robert's Rules of Order shall govern HRDB meetings and actions in all cases where they are not in conflict with these Bylaws.



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Hemraj (Vinny) Singh E-mail Address hemrajvsingh@yahoo.com

Home Address 2836 Pythagoras Circle

Phone 917-589-0284 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 1

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work LHH Position Sr. Financial Analyst

Business Address _____

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☐ No

Education: <u>Bachelors of Science in Finance & Accounting</u>
Experience: <u>25 plus years</u>
Special Knowledge or Skills: <u>Proficient in MS Excel, Access, SQL.</u>
Community/Civic Organizations & Involvement: <u>I am the President of my HOA</u>
Hobbies or Special Interests: <u>Sports, Chess & Music.</u>

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

- Race**
- ☐ African-American
 - ☒ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☐ Caucasian

- Gender**
- ☒ Male
 - ☐ Female

- Disability**
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Hemraj Singh Date 4/4/25



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Kellie Beck E-mail Address KellieABeck@gmail.com
 Home Address 2551 Sweet Viburnum Way
 Phone 407-446-3207 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 1

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Crowley Maritime Position Manager Learning Operations
 Business Address Jacksonville, FL

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☒ Yes ☐ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: <u>Bachelors Mathematics Education - Summa Cum Laude - FSU</u>
Experience: <u>Background in Learning & Development and trained in supporting Diversity</u>
Special Knowledge or Skills: <u>Data analysis, graphic design</u>
Community/Civic Organizations & Involvement: <u>Current Chair City of Ocoee HRDB</u>
Hobbies or Special Interests: _____

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

- Race**
- ☐ African-American
 - ☐ Asian- American
 - ☐ Hispanic-American
 - ☐ Native American
 - ☒ Caucasian

- Gender**
- ☐ Male
 - ☒ Female

- Disability**
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature Kellie Beck

Date 4-4-25



Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoe.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) James R McLenagan E-mail Address jmclenagan@gmail.com
Home Address 1764 Sparkling Water Circle, Ocoee, FL 34761
Phone 3216625883 City Resident at Least 6 Months? ☒ Yes ☐ No City District # _____

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Retired Position

Business Address _____

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☒	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: BA Economics, University Of Florida

Experience: Marine Corps Officer (28 yrs) Combat Veteran, Desert Storm, Personal.
Civilian Inventory and Logistics Management with TG Lee Dairy, Dean Foods, Chep-Brambles

Special Knowledge or Skills: Leadership Training and Experience. Leading Small to Large Scale units ,
integrating personal from different backgrounds into cohesive and effective units.

Community/Civic Organizations & Involvement: Knights of Columbus Holy Family 1994-1998
American Legion Hugh T Gregory Post 63 Winter Garden Public Affairs Officer 2014-2017

Hobbies or Special Interests: Fishing , Music and Music recording, Stamp Collecting, Reading

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

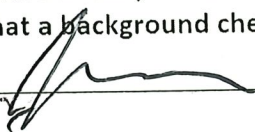
Race
☐ African-American
☐ Asian- American
☐ Hispanic-American
☐ Native American
☒ Caucasian

Gender
☒ Male
☐ Female

Disability
☒ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature



Date

7/11/2025